AGREEMENT BETWEEN

MENLO PARK CITY SCHOOL DISTRICT

and

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER 630

July 1, 2026 - June 30, 2029

I. AGREEMENT - DESIGNATION OF PARTIES....3
II. RECOGNITION....4
III. MEMBERSHIP/ ORGANIZATIONAL SECURITY....5
IV. DEFINITIONS....7
V. WORK WEEK, WORKDAY, WORK HOURS, WORK YEAR....8
VI. VACATION....11
VII. HOLIDAYS....13
VIII. LEAVE PROVISIONS....15
IX. HEALTH AND WELFARE BENEFITS....22
X. RETIREE BENEFITS....25
XI. GRIEVANCE PROCEDURE....27
XII. TRANSFERS AND ASSIGNMENTS....30
XIII. DISTRICT PERSONNEL FILES....32
XIV. SALARY....33
XV. SAFETY AND WORKING CONDITIONS....35
XVI. MANAGEMENT RIGHTS AND DISTRICT POWERS....36
XVII. ASSOCIATION RIGHTS....37
XVIII. UNIT MEMBER EVALUATIONS....38
XIX. EMPLOYEE DISCIPLINE....40
XX. PROFESSIONAL DEVELOPMENT....44
XXI. SAVINGS CLAUSE....46
XXII. SENIORITY....47
XXIII. GENERAL PROVISIONS....48
XXIV. RECLASSIFICATION....49
XXV. LAYOFFS, REDUCTIONS, AND REEMPLOYMENT RIGHTS....51
XXVI. SUMMER EMPLOYMENT....54
XXVII. DURATION OF AGREEMENT....55
APPENDIX A - SALARY ADJUSTMENTS AND SCHEDULE....56
HISTORY OF SALARY ADJUSTMENTS....56
SALARY SCHEDULE....60
APPENDIX B - CSEA EMPLOYEE EVALUATION....61
APPENDIX C - CLASSIFIED WORK CALENDARS (SY 26-27)....62
APPENDIX D - HEALTH AND WELFARE COST TABLE....64

I. AGREEMENT - DESIGNATION OF PARTIES

A. This Agreement is between the Menlo Park City School District, referred to as "The District," and the California School Employees Association Chapter 630, referred to as "CSEA."

B. This Agreement is entered into pursuant to the Educational Employment Relations Act, Government Code Section 3540-3549.3.

II. RECOGNITION

A. The District recognizes CSEA as the sole and exclusive bargaining representative for all regular employees employed in the classifications of the regular classified service set forth in Appendix C, which is a part of this Agreement. The District further recognizes CSEA as the exclusive bargaining representative for all newly created positions, except those that are Certificated, Management, Confidential, Supervisory, temporary substitute short-term, or a student employee. Disputed cases shall be jointly submitted to the Public Employment Relations Board ("PERB").

III. MEMBERSHIP/ ORGANIZATIONAL SECURITY

A. The District shall distribute CSEA-supplied membership applications to new hires (but not make any statement suggesting workers must join). The District shall refer all employee questions about CSEA or dues over to the CSEA Labor Relations Representative. CSEA shall defend and indemnify the District for any claims arising from its compliance with this clause. This agreement shall satisfy the District's duty to bargain effects of Janus decision.

B. The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window period. The District need not keep track of this period which shall be tracked by CSEA within its membership database.

C. CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.

D. The District shall deduct in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA.

E. The District agrees not to discriminate against any employee because of membership in CSEA.

F. The District's managers, supervisors and confidential employees shall not comment regarding employees' decisions to belong to an employee organization or participate in its activities. Managers, supervisors and confidential employees shall not instruct employees on the process to leave CSEA, but instead simply refer any questions to the CSEA Labor Relations Representative and shall obtain their approval on behalf of the union before processing any revocation request.

G. The District shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.

H. There shall be no charge by the District to CSEA for regular membership dues deductions.

I. The District shall furnish to CSEA a list of new hires with their name, classification and date of hire; and in addition, shall furnish CSEA a list of terminations for cause and layoffs of permanent employees prior to any formal action by the District.

J. Prior to the first day of instruction of each academic school year, the District will conduct a new employee orientation session to inform employees about District operations and personnel procedures. Representatives of CSEA will have the opportunity to address employees during the session

K. Employee Rights

The District and CSEA recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal, alternative right of employees to refuse to form, join, and participate in employee organizations. Neither party shall exert pressure upon nor discriminate against an employee in the exercise of these alternative rights. Accordingly, membership in CSEA shall not be compulsory.

L. Membership Information

1. The District shall take all reasonable steps to safeguard the privacy of CSEA members' personal information, including but not limited to unit members’ Social Security Numbers, personal addresses, personal phone number, personal cellular phone number, and status as a union member.

2. The District shall reject all Public Records Act requests from outsiders for work email addresses for bargaining unit members unless there is a court decision directing public agencies to release this information.

3. The District shall use its best efforts to filter out outsiders' emails to work email addresses soliciting against union membership. District shall only post on the public portion of its website work email addresses for unit members whom the public needs to contact.

M. Minimum requirements for automatic payroll deduction of fee:

1. The District is under no obligation to make payroll deductions for periods during which a unit member is either terminated from active employment or not on the District's active payroll for any reason, including, but not limited to, layoff and voluntary leave of absence without pay for more than thirty (30) days.

2. The unit member’s earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues or service fees to be deducted.

3. When a unit member is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period. In the case of a unit member who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. All other legal and required deductions have priority over CSEA dues and service fees.

N. District’s Obligations

The District's obligations under this Article are: (1) to notify unit member(s) who have failed to comply with the provisions of this Section that, as a condition of employment in the District, the unit member must either become a CSEA member, pay a service fee, or establish an exempt status and make payment pursuant to the provisions of this Agreement: and (2) deduct from pay appropriate amounts pursuant to Sections B and D of this Article. Under no circumstances shall the District be required to dismiss or otherwise discipline any unit member for failure to fulfill obligations for the fees established in this Article or contributions to the designated charities.

O. Hold Harmless and Indemnity Provision

1. CSEA shall defend and indemnify, and hold the District harmless for any claims arising from its compliance with this Article for any claims made by the unit member for deductions made in reliance on information provided by the unit member organization to the employer to cancel or change membership dues authorization. The employer shall be required to promptly notify CSEA of any claims made by unit members relating to dues authorization.

2. CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

IV. DEFINITIONS

A. "Permanent Employee" - is a unit member who has successfully completed an initial probationary period.

B. "Unit Member" - is any unit member, whether permanent, or probationary, full-time, or part time, who is not restricted, temporary, substitute, short-term, or a student employee.

C. "Probationary Employee" - is a unit member who will become permanent upon the completion of six months of service.

D. Probation Periods

1. “Probationary period” – six (6) months of service beyond the initial date of employment by the District.

2. "Promotional Probationary Period" - is a permanent unit member who will serve a new probationary period of six (6) months in a position to which the unit member has been promoted. If the unit member does not successfully complete probation, the unit member may return to the position held by the least senior person within the classification in which the unit member had permanency before the promotion.

E. "Child'' - is a biological, foster, or adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis.

F. "Parent" - is a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

G. "Call-back time" - is a period of work which is separated in time from the unit member’s regular work period.

V. WORK WEEK, WORKDAY, WORK HOURS, WORK YEAR

A. Standard Work Week and Workday

1. The standard workday shall be eight (8) paid hours within eight hours and forty minutes. The standard work week shall be five (5) consecutive days, Monday through Friday, unless otherwise agreed to by the District and CSEA, for a total of forty (40) hours.

2. The day shift shall begin between the hours of 6:30 a.m. and 9:30 a.m. The night shift shall begin between the hours of 12:30 p.m. and 3:30 p.m. Except as provided in this Agreement, no other shifts shall be established by the District without consultation with CSEA.

3. Exceptions to the standard work week and/or workday may be made upon mutual agreement between Superintendent or designee and an individual regular unit member, after consultation with CSEA. No loss of benefits shall occur as a result of an exception.

4. Prior to the last school day of each year the District will notify all part year unit members of their designated date to return to work for the next school year.

B. Night Shifts

1. In addition to the established wage rates, the District shall pay a monthly differential of 5% to unit members regularly assigned to work a night shift.

2. For unit members regularly assigned to the night shift, all leave and benefit pay shall be computed as a total of base pay plus differential pay for all night shift hours worked.

3. Night shift unit members assigned to the day shift as a temporary assignment shall continue to receive shift differential pay for all day shift hours worked.

4. Unit members normally required to work the day shift but occasionally assigned to night shift work on an irregular basis, shall receive a differential compensation of 7% of their base rate of pay for the occasional night shift work. This differential shall not apply to compensation for vacation leave, sick leave or retirement contributions. This differential compensation shall be reported and paid in the same manner as overtime pay.

C. Stipends

Overnight Field Trip Stipend: Any classified unit member who voluntarily agrees and is approved to assist with an Overnight Field Trip shall receive an incentive stipend of one hundred dollars ($100) per night in addition to the appropriate hourly rate, in accordance with Section E below, based on the unit member's standard salary for actual hours worked

D. Meal Period

Except as authorized in this Agreement, unit members shall have an unpaid lunch period of thirty (30) minutes during each standard workday. Whenever possible, the lunch period shall be scheduled at the middle of the work day; however, CSEA and the District recognize that emergencies may arise and that, under such circumstances, the lunch period may be delayed. Bus drivers shall have an unpaid lunch period not to exceed forty (40) minutes and whenever possible, a bus driver's lunch period shall be thirty (30) minutes.

E. Overtime

1. Employees working beyond an eight-hour workday or forty-hour workweek may choose to receive overtime pay or compensatory time. The standard overtime rate is 1.5 times the hourly rate, while Sunday work is paid at double time (2 times) the hourly rate. When calculating overtime eligibility, all

paid hours (including leave time) count as hours worked. Employees have the right to refuse overtime requests unless there is a District-declared emergency.

2. Within one month of earning compensatory time, the unit member must schedule the compensatory time to be used within the fiscal year. Use of compensatory time must be requested 5 days in advance. If a unit member elects to take leave under a different leave category during approved compensatory time, the compensatory time will be rescheduled within one month of the employee's return.

3. Unused compensatory time shall be paid out at the end of each fiscal year.

F. Rest Periods

Unit members who work seven-and-a-half (7.5) hours or more per day shall be entitled to two paid fifteen (15) minute breaks. Part-time regular unit members and unit members working overtime shall be entitled to a paid fifteen (15) minute rest period in each three-and-a-half (3.5) to four (4) hour span of work. The rest period shall be scheduled approximately at the middle of the span.

G. Call-Back Time

1. No portal to portal pay shall be paid, but:

a. Any unit member called to work after completion of, or in addition to, the unit member's standard workday or standard work week, shall be guaranteed a minimum of three (3) hours pay at the overtime rate of pay.

b. If a call-back continues for at least six (6) hours, the regular unit member shall be guaranteed a minimum of eight (8) hours pay at the overtime rate of pay.

H. Bus Drivers

1. The District shall assign regular route assignments. Special trip assignments shall be rotated as equally as possible among bus drivers.

2. Whenever, as a result of the unavailability of an appropriate District vehicle, a Bus Driver regularly scheduled to work is unable to work, the driver shall be compensated for the number of hours the driver would have worked that day. Unit members with combination job descriptions (i.e., Bus Driver/ Aide) shall perform other duties within that classification.

3. For Bus Drivers hired after May 1, 2014, the District, based on seniority, can institute a split shift differential if needed in the best interest of the District schedule. Split shift differential is instituted wherein the District has scheduled an unpaid period of one-and-one-half (1 ½) hours or more in the workday shall be paid a split shift differential of an additional three percent (3%) above their regular salary.

I. State Staff Development Days

Unit members whose workday occurs only when pupils are in attendance, shall not work on State Teacher Staff Development Days, except when required to attend staff development.

J. The work calendar shall be negotiated each year after the academic calendar is established with the understanding that one District wide professional development day shall be scheduled on the working day prior to the first day of school.

K. Each classification shall have a standard number of work-days per year as designated in Appendix C.

L. Right to Disconnect

Unit members shall not be required to respond to District communications outside of regular working hours.

M. Personal Devices

Unit members shall not be required to use personal technology devices in order to perform their duties or to communicate for work-related purposes. Management shall not use unit members' personal devices for work communications unless the unit member permits it.

VI. VACATION

A. Vacation time shall accrue on a monthly basis at the following equivalent rates for up to a maximum accrual limit of two (2) year's allowance and as further defined under Section B below:

Years Completed	Vacation Entitlement (days)
0	10
1	10
2	10
3	12
4	12
5	15
6	15
7	16
8	16
9	17
10	17
11	18
12	18
13	19
14	19
15	20
16	20
17	21
18	21
19	22
20	22
21	23
22	23
23	24
24	24
25	25

B. Vacations shall be granted on a fiscal year basis. At the unit member’s option, vacation may be accrued up to a maximum accrual limit of two (2) year's allowance, to be taken within the two (2) year period at a time agreed upon by the District.

C. The District agrees to provide each individual unit member with an annual statement of all accrued vacation leave.

D. Vacation for part-time unit members shall accrue on the basis of hours worked in proportion to the full-time forty (40) hours per week which is worked regularly.

E. Unit members within a classification shall be given preference on the basis of date of hire seniority in the choice of vacation periods.

F. Use of Vacation time:

1. Vacation may be taken at any time during the school year, subject to operational requirements and the approval of the Superintendent or designee; however, vacations will normally be scheduled when school is not in session.

2. Managers may block off no more than two (2) periods of five (5) consecutive days per classification per fiscal year. Only one of those periods may occur when school is not in session. Starting in the 2026-27 school year, such "black-out" periods must be announced six (6) months in advance or at the start of the fiscal year (July 1), whichever period is longer.

3. Unit members who work eleven months of the year or less do not take vacation days; their vacation time pay is included as part of their monthly salary.

G. Vacation Requests:

1. Should the manager fail to respond to the unit member's vacation request within five working days, then the request shall be considered granted.

2. Should the manager and unit member fail to come to an agreement within five (5) working days of the unit member's vacation request, the unit member and the manager will meet with the Superintendent or designee in order to work out a suitable vacation plan.

H. Vacation may be taken at any time during the school year, subject to operational requirements and the approval of the Superintendent or designee; however, vacations will normally be scheduled when school is not in session. Unit members who work eleven months of the year or less do not take vacation days; their vacation time pay is included as part of their monthly salary.

I. Should the manager and unit member fail to come to an agreement within five (5) business days of the unit member's vacation request, the unit member and the manager will meet with the Superintendent or designee in order to work out a suitable vacation plan.

J. Each unit member upon termination shall be paid for any unused accrued vacation up to the maximum accrual limit except vacation shall not be paid to unit members terminated prior to completion of six (6) months of District service.

K. Vacation leave for full-time Office Managers shall be computed on the basis of eleven (11) months of service through the fifth (5) year of District employment and twelve (12) months of service beginning with the sixth (6th) year of employment.

L. No vacation leave may be taken during the initial (new hire) probationary period as defined in Article IV, nor may vacation leave be taken before it is earned. For accounting purposes, no vacation shall be credited to the unit member until the completion of the probationary period.

M. A unit member shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement, without a return to active service, provided the unit member supplies notice and supporting information regarding the basis for interruption or termination to the District.

N. Holidays within a vacation period shall be paid as holidays and shall not count as vacation days.

VII. HOLIDAYS

A. All unit members who are a part of the classified service shall be entitled to the following paid holidays provided they are in a paid status during any portion of the workday immediately preceding or succeeding the holiday:

1. Independence Day
2. Labor Day
3. Indigenous Peoples' Day / Columbus Day (effective July 1, 2025)
4. Veterans Day
5. One half day prior to Thanksgiving
6. Thanksgiving Day
7. Friday after Thanksgiving
8. Christmas Eve Day
9. Christmas Day
10. New Year's Eve Day
11. New Year's Day
12. Martin L. King Birthday
13. President's Day
14. An additional District designated President's Day (Lincoln and Washington's Birthdays)
15. Thursday of Spring Recess (in lieu of Admission Day)
16. Friday of Spring Recess
17. Memorial Day
18. Juneteenth

B. All days appointed by the Governor of the State of California as public holidays, including days of public fast, thanksgiving, mourning, or other holidays—whether general, special, or limited—on which the Governor provides that schools shall be closed, shall be recognized as paid holidays for all unit members. Any day proclaimed as a public fast, thanksgiving, day of mourning, or holiday by the President of the United States, unless designated as a special or limited holiday, shall also be recognized as a paid holiday for all unit members. In addition, any day declared a holiday by the Governing Board shall be a paid holiday for unit members. Recess periods for students or certificated unit members shall not be considered paid holidays for classified unit members who are normally scheduled to work during such periods. This provision shall not be construed to affect the vacation rights of classified unit members as provided elsewhere in this Agreement.

C. Whenever any of the holidays listed above fall on a Sunday, the succeeding workday that is not a holiday shall be observed as the holiday. Whenever any of the holidays listed above fall on a Saturday, the preceding workday that is not a holiday shall be observed as the holiday except that the observance of holidays during the winter recess shall be placed during yearly calendar negotiations.

1. If a full-time or part-time unit member is required to perform work on a recognized holiday, the unit member shall be paid a normal day's pay for the holiday, plus two (2) times their regular hourly rate.

D. Unit members who are not normally working during the Winter, mid-February, or Spring recesses shall be paid for Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, President's Day and the additional District-designated President's Day, and Thursday and Friday of school Spring Recess, provided that they are in paid status during any portion of the working day of their normal assignments immediately preceding or succeeding the recess period.

VIII. LEAVE PROVISIONS

A. The District will provide training on the provisions of this Article at least once every school year.

B. Sick Leave

1. All probationary and permanent full-time unit members shall accumulate sick leave at the rate of one (1) working day per month, and part-time unit members shall accumulate sick leave on the basis of hours worked in proportion to the full-time forty (40) hours per week which is worked regularly.

2. If a unit member is absent on paid sick leave and a holiday occurs during the absence, the unit member shall receive the holiday pay and the day shall not be charged against the unit member's sick leave.

3. The District shall provide each individual unit member with an annual statement of all accumulated sick leave.

4. A unit member may convert unused sick leave to retirement credit to the extent required by the Government Code if the unit member retires.

5. Sick leave may be used for the illness or injury of the unit member. Sick leave may also be used by the unit member to attend to a sick or injured member of the immediate family, residing in the unit member's household. The "immediate family" shall be the same as defined in "Bereavement Leave" (VIII F).

6. When the District has reason to believe that there are excessive absences for a unit member, the District may require a physician's verification for absences of five (5) or more days in any three-month period and/or more than four (4) consecutive days. The unit member may request and shall be given in writing the reasons upon which the requirement for verification is based.

C. Industrial Accident or Illness Leave

1. In addition to any other benefits that a unit member may be entitled to under the workers' compensation laws of this state, unit members shall be entitled to the following benefits: A unit member suffering any injury or illness arising out of, and in the course and scope of employment, shall be entitled to a leave of up to sixty (60) working days in any one (1) fiscal year for each accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred for the same illness or injury.

2. Payment for wages lost on any day shall not, when added to a temporary disability award granted the unit member under the workers' compensation laws of this state, exceed the normal wage for the day.

3. Industrial accident or illness leave will commence on the first day of absence. The industrial accident or illness leave is to be used prior to using normal sick leave benefits. When entitlement to industrial accident or illness leave under this Section has been exhausted, entitlement to other sick leave, vacation, or other paid leave shall then be used. If, however, a unit member is still receiving temporary disability payments under the workers' compensation laws of this state at the time of the exhaustion of benefits under this Section, the unit member shall be entitled to use only so much of the unit member's accumulated or available normal sick leave, vacation, or other available leave which when added to the workers' compensation award, provides for a day's pay at the regular rate of pay. Only the amount of salary paid by the District shall be charged against a unit member's sick leave or vacation credit.

4. Any time a unit member on industrial accident or illness leave is able to return to work, the unit member shall be reinstated without loss of pay or benefits, whenever possible in the unit member's position.

D. Extended Sick Leave/Differential Pay

1. When a unit member is absent from their duties because of illness or accident and sick leave described in Section VIII B of this Article has been exhausted, the unit member would immediately begin differential pay for up to 100 workdays and the District will require and request a doctor's note in order for the unit member to qualify for this provision. While using differential pay, the amount deducted from the unit member's salary shall be 50% of the unit member's salary for the days of absence.

2. Unit members having a work schedule of less than twelve (12) months per year and/or less than eight (8) hours per day shall be entitled to a pro rata of sick leave under this Section based on regular time worked to full-time employment.

E. Break-In-Service

Periods of leave of absence, paid or unpaid, shall not be considered to be a break in the service of the unit member. In addition, whenever a unit member is on any kind of paid leave, they shall receive all of the benefits provided for by this Agreement as if they were in an actively employed status.

F. Bereavement Leave

In case of death in the unit member's immediate family, paid bereavement leave, not to exceed five (5) days, shall be made available to the unit member. The "immediate family" is defined as mother, father, grandmother, grandfather or grandchild of the unit member or of the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, niece, nephew, aunt, uncle, and cousin of the unit member or any relative living in the immediate household of the unit member. This leave may also be utilized in cases of miscarriage or stillbirth.

G. Jury Duty

Each unit member who is required to serve as a juror or appear as a witness under subpoena, except in a case where the unit member is a litigant, in any Court of the State or of the United States shall be entitled to and shall receive, during the unit member's service as a juror, the unit member's regular salary less any and all per diem fees, except mileage, which the unit member may be entitled to receive for performing duties as a juror or as a witness.

H. Family/Child Care Leave Benefits

1. Pregnancy Disability Leave

a. During a pregnancy disability leave, the unit member shall retain status, and leave shall not constitute a break in service for any purpose.

b. A unit member may use sick leave and/or extended sick leave for disability due to pregnancy, childbirth, miscarriage, or related medical conditions, and recovery from these conditions.

c. The length of pregnancy disability leave, including the date on which the leave shall begin and the date on which the unit member is no longer disabled because of pregnancy and shall return to work, shall be determined by the unit member and the unit member's physician.

d. Before returning to work from a pregnancy disability leave, the unit member shall obtain a "return to work" certification from their health care provider stating that they are able to resume their job duties.

e. Pregnancy disability leave shall not be granted to provide periods of convalescence beyond disability prior to or following a childbirth. Pregnancy disability shall not be granted to provide childcare.

I. Eligibility for Parental Leave

1. A unit member who takes a pregnancy disability leave and is eligible for leave under the California Family Rights Act ("CFRA"), may take unpaid CFRA leave for the reason of the birth of their child.

2. To be eligible for parental leave under CFRA, unit members must have completed twelve months of service in the District and have performed 1,250 hours of service during the previous twelve month period.

3. Unit members who have completed twelve months of service in the District, but have not performed 1,250 hours of service during the previous twelve month period, are still eligible for parental leave under Education Code 45196.1.

4. Other parental leave of absence and/or childcare leave of absence may be granted under the same conditions as unpaid leaves of absence.

J. Parental Leave Provisions

1. The provisions below apply to parental leave taken under CFRA or under Education Code 45196.1 as referenced in Section H above.

a. All unit members who meet the eligibility requirements in Section I.2 and I.3 are entitled to 12 workweeks of parental leave in any 12-month period.

b. Unit members may take parental leave in intermittent periods of two (2) weeks at a time; however, the aggregate amount of parental leave taken shall not exceed the 12 workweeks in any 12-month period. Exceptions may be made upon request and approval.

c. If a school year concludes before the 12-workweek period is exhausted, the unit member may take the balance of the 12-workweek period in the subsequent school year but the aggregate amount of parental leave shall not exceed 12 workweeks in a 12-month period.

d. Unit members may use their regular accrued paid sick leave and, when exhausted, extended sick leave per Section D (Extended Sick Leave/Differential Pay), for a total of 12 workweeks in any 12-month period.

e. The unit member is also entitled to use their vacation leave in taking parental leave, if the unit member chooses to do so.

f. The unit member can choose to, but is not required to, use their paid leaves, e.g., sick leave or vacation leave, when taking parental leave.

g. When all paid leaves have been exhausted, the unit member is entitled to utilize unpaid leave for the duration of the 12 workweeks of parental leave.

h. When both parents of the child are employed by the District, and are classified bargaining unit members, each parent is not entitled to 12 weeks individually but the co-parents shall be entitled to a total of 18 workweeks of parental leave, with up to six (6) weeks of overlap, with neither parent exceeding twelve (12) weeks.

K. Family Care and Medical Leave

Eligible unit members are entitled to unpaid leave of absence according to the terms and conditions of the federal Family Medical Leave Act and the California Family Rights Act.

L. Relationship Between Pregnancy Disability, FMLA and CFRA Leaves

1. A pregnancy disability leave will run concurrently with the unit member's FMLA leave entitlement.

2. At the end of the unit member's period(s) of pregnancy disability leave, or at the end of four months of pregnancy disability leave, whichever occurs first, a CFRA-eligible unit member may request to take CFRA leave up to 12 work weeks for reason of the birth of a child.

3. The 12-week period will be reduced by any period of sick leave, including accumulated sick leave taken during the period of leave.

4. A unit member will not be provided more than 12-work weeks for parental leave under CFRA during any 12-month period. A 12-month period is measured backward from the date an unit member first uses CFRA. When a unit member takes CFRA leave, the remaining leave entitlement will be the balance of the 12 weeks which has not been used during the preceding 12 months.

5. During each school year, when a unit member has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his/her duties for parental leave for a period of up to 12 work weeks, the amount deducted from his/her salary for any of the additional 12 weeks in which the absence occurs will not exceed 50% of the unit member's salary and the unit member will receive differential pay.

M. Enhanced CFRA Leave

1. Beginning July 1, 2021, all permanent members shall earn five (5) work days of enhanced CFRA leave per year of service, up to a maximum of ten (10) work days. This leave is either fully paid and included as part of the standard CFRA leave, or paid at the differential rate and utilized after the conclusion of standard CFRA leave, at the unit member's discretion, for up to a maximum of ten (10) work days per calendar year.

2. The leave shall be taken in five (5) work day increments, which must be continuous, cannot be used intermittently, and are not applicable during break or non-work time. The leave must be taken within 12 months of:

a. the birth of a newborn

b. adoption of a child

c. the fostering of a child in accordance with the age requirements under CFRA

3. The enhanced CFRA is used as a "bank." As a member uses this leave, it is taken out of their bank. This leave is not transferable to another member.

4. If the unit member has earned less than ten (10) work days of enhanced CFRA, they may utilize their accumulated sick leave for the balance of the ten (10) work day period.

5. After June 30, 2026, accrual under Article VIII.M.1 will sunset. Enhanced CFRA leave time accrued through June 30, 2026 will not be lost. Continuation of this leave will need to be renegotiated as part of the successor agreement.

N. Military Leaves

A unit member who is a member of the reserve corps of the armed forces of the United States of America, the National Guard or the National Militia is entitled to temporary military leave of absence in accordance with the provisions of the Military and Veterans Code and the California State Education Code. A copy of the military orders shall accompany the request for leave. A unit member shall retain all rights and privileges granted by law arising out of the exercise of this leave.

O. Necessity Leave

1. Unit members may use up to nine (9) days of accrued sick leave per year, for the following reasons:

a. Death of a member of the immediate family as defined in Section VIII E above, when additional leave is required beyond that which is provided under bereavement leave.

b. Accident involving the unit member's person or property, or the person or property of a member of the unit member's immediate family, as defined under bereavement leave.

c. Serious or critical illness of a member of the unit member's immediate family, as defined under bereavement leave, requiring the unit member's absence from work.

d. Appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or any order made with jurisdiction. Five (5) days advance notice shall be given by the unit member whenever possible.

e. Advance approval of personal necessity leave under circumstances described in Section O is not required, but the unit member shall notify the District of the need for the leave in accordance with standard practices. The District may require verification of the reason for personal necessity leave following the unit member's return.

f. Religious leave: providing at least a two (2) week notice has been given to the immediate supervisor.

P. Discretionary Leave

A unit member may use a portion of their accumulated sick leave for discretionary leave. No reason shall be required and management may not ask the unit member the purpose of the leave. Unit members are encouraged to provide at least five (5) days' notice unless circumstances are unforeseeable; not providing five (5) day's notice shall not be subject to discipline. All unit members may utilize four (4) days of sick leave per year for this purpose. This clause will be reviewed at the end of the 2026-27 school year to determine if the additional discretionary leave day has an impact on staff attendance.

Q. Leave For Illness Of A Child, Parent, Or Spouse

1. In any school year, unit members may use up to a maximum of one-half the annual amount of days accrued and available for sick leave under Section VIII B to attend to an illness of the unit member's child, parent, spouse, domestic partner, or children of domestic partner. This leave shall be in addition to any other rights to leave afforded by this Article.

2. All restrictions upon the unit member's use of sick leave shall apply to the use of sick leave to attend to the unit member's child, parent, or spouse under this Section.

3. This Section does not extend the maximum period of leave to which a unit member is entitled under the Family Medical and Leave Act of 1993, the California Family Rights Act (Government Code Section 12945.2), and District policies implementing these Acts regardless of whether the unit member receives sick leave compensation during that leave.

R. Other Paid Or Unpaid Leave

The District may grant other paid or unpaid leaves of absence upon mutual agreement between the District and the unit member. Agreement under this Section shall not establish precedent.

S. Catastrophic Leave

On a case-by-case basis and with mutual agreement of CSEA and the District, unit members may donate accumulated and unused eligible leave credits to another unit member when that unit member or a member of their family suffers from a catastrophic illness or injury.

T. Definitions

1. "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the unit member for an extended period of time, or that incapacitates a member of the unit member's family, and that incapacity requires the unit member to take time off from work for an extended period of time to care for that family member, and taking extended time off from work creates a financial hardship for the unit member because all of their sick leave and other paid time off has been exhausted.

2. "Eligible leave credits" means the hours of sick leave accrued by the donating unit member. Eligible hours to be donated are those that exceed the accrued hours necessary to support 24 days of absence. For purposes of this program, all hours allocated to a unit member for differential leave will not be eligible.

3. "Family members" shall be defined as spouse, child or parent.

U. Eligibility

1. Eligible leave credits may be donated to a unit member for a catastrophic illness or injury if all of the following requirements are met.

2. The unit member who is, or whose family member is, suffering from a catastrophic illness or injury requests that eligible leave credits be donated and provides verification of catastrophic injury or illness as required by the District.

3. The District determines that the unit member is unable to work due to the unit member’s, or their family member's, catastrophic illness or injury.

4. The unit member requesting donation of sick leave has exhausted all accrued paid leave credits, including differential leave.

V. Procedure

1. A unit member who wishes to receive the catastrophic illness benefit must request in writing to CSEA and District that sick leave donations be solicited on their behalf. The request must be accompanied by a verification of the catastrophic injury or illness.

a. Donations will be solicited anonymously by a joint announcement of CSEA and District on behalf of an individual who meets the requirements for this benefit.

b. The unit member who volunteers to donate sick leave must donate in minimum increments of the number of daily hours of employment of the unit member requesting the donation and the amount of the donation may not exceed eight (8) hours.

c. The maximum amount of time that donated leave credits may be used by the recipient unit member shall not exceed twenty (20) days per illness, recurrence, or injury. Donated leave

credits must be used consecutively. A recipient of donated leave may not alternate between paid and unpaid status.

d. All transfers of eligible leave credits shall be irrevocable. However, if the leave is not used it will revert to the donor(s) in the order in which it was donated.

e. A unit member who receives paid leave pursuant to this Section shall use any leave credits that they continue to accrue on a monthly basis prior to receiving paid leave pursuant to this catastrophic illness benefit.

f. Donated leave credits shall be used in the order donations are received.

g. The recipient shall be paid at their regular rate of pay.

h. The District may adopt rules and regulations for the administration of this benefit as long as the regulations do not conflict with the specific provisions of the collective bargaining agreements.Such rules and regulations will be submitted to CSEA for review prior to implementation.

i. Any entitlement to family leave under the Federal Family and Medical Leave Act and the California Family Rights Act will run concurrently with the leave created by donations.

W. Reproductive Loss Leave

A unit member is entitled, upon request, to take up to five (5) days of leave following a reproductive loss event (miscarriage, stillbirth, failed adoption, failed surrogacy, or an unsuccessful assisted reproduction). Leave may be taken nonconsecutively. Reproductive loss leave shall not exceed twenty (20) days in a 12-month period, if a unit member experiences more than one reproductive loss event in a 12-month period. Leave shall be completed within three (3) months of the reproductive loss event. However, if a unit member is on or elects to take any leave provided under state or federal law, the leave shall be completed within three (3) months of the end date of the other leave. Reproductive loss leave shall be unpaid, except that a unit member may use their accrued and available sick leave.

IX. HEALTH AND WELFARE BENEFITS

A. Medical Insurance: CalPERS Plans

1. The District will pay the basic monthly minimum payment to CalPERS required by Section 22892 of the Government Code as long as the District participates in the CalPERS Medical Program, and the law requires this payment.

2. The District will contribute to each full time unit member for medical, dental and vision insurance, on an individual basis. The district will contribute up to the following maximum total amounts per full time unit member and dependents toward the premiums of the insurance programs listed in Sections A, B, and C (medical, dental, and vision). For the purposes of this Article, unit members working at least 6 hours per day (0.75 FTE) are considered full time.

a. YEAR 1 - Effective January 1, 2027:

i. Single party enrollees: 100% of the combined cost of the Kaiser single rate plus the cost of dental and vision plans.

ii. Two-party enrollees: 60% of the cost of the Kaiser two-party rate plus 100% of the cost of dental and vision plans.

iii. Family enrollees: 50% of the cost of the Kaiser family rate plus 100% of the cost of dental and vision plans.

iv. If the change in District contribution rates in 2027 (Year 1) causes an increase to District expenditures on benefits by more than the equivalent of a two-percent (2.0%) salary increase over the 2025-2026 school year for all District employees, then the contribution rates shall remain frozen at the percentages established in Year 1. The calculated increase in expenditures shall be based on enrollments for 2027 at the end of the Fall 2026 open enrollment period.

b. YEAR 2 - Effective January 1, 2028:

i. Single-party enrollees: 100% of the combined cost of the Kaiser single rate plus the cost of dental and vision plans.

ii. Two-party enrollees: 66⅔% of the cost of the Kaiser two-party rate plus 100% of the cost of dental and vision plans.

iii. Family enrollees: 55% of the cost of the Kaiser family rate plus 100% of the cost of dental and vision plans.

3. Unit members enrolled in insurance programs for which the total premiums for medical, dental, and vision insurance exceed the amounts listed above will have the difference deducted proportionally from each of their monthly paychecks.

B. Dental Insurance:

1. Unit members working 50% or more must subscribe to the dental insurance program. Eligible dependents must also be enrolled when a unit member first becomes eligible for insurance and will not be eligible for enrollment otherwise unless life events occur such as marriage, birth, adoption or loss of employment by spouse as recognized by the insurance plans.

2. There will be no open enrollment period subsequent to initial employment unless as provided by the District dental plan.

C. Vision Insurance:

A vision plan is available to unit members working 50% or more. Enrollment in the vision plan is a one-year commitment.

D. Long-Term Disability Insurance

All unit members shall be enrolled in American Fidelity's Long-Term Disability Insurance plan including the Paid Family Leave Limited Benefit Rider at the unit member's expense.

E. Part-time unit members, working 50% or more, shall receive a pro rata share of the District's contribution toward health and dental insurance premiums and be eligible for benefits based upon the number of hours worked as compared to a full-time unit member.

F. The District will provide a Section 125 plan. A Section 125 plan allows the unit member to use pre-tax dollars to pay for medical, dental, child and parental care out of pocket expenses

G. Domestic Partner Benefits

The District will provide health benefits for qualified domestic partners of unit members to the same extent, and subject to the same terms and conditions, as health benefits are available to dependents of unit members under this Agreement. This coverage is conditioned upon the domestic partner meeting all the criteria of California Family Code Section 297, and upon the unit member presenting the District with proof that a valid declaration of domestic partnership has been filed according to the above Family Code Section or with any local agency registering domestic partnerships.

H. In Lieu Of Benefits

a. Unit members who work at least half-time (0.5 FTE) may elect compensation in lieu of medical benefits once per year during the Open Enrollment Period.

b. Unit members previously electing in lieu benefits may surrender in lieu benefits and claim the standard medical benefits package during the Open Enrollment Period each year or following the loss of their existing medical coverage

c. Unit members selecting compensation in lieu of medical benefits will provide the District with documentation or an affidavit showing they are fully insured for medical benefits.

d. Unit members electing compensation in lieu of medical benefits will receive $5,000 per year paid in 11 or 12 equal monthly installments, prorated for their FTE.

e. Unit members electing compensation in lieu of medical benefits must participate in the Dental Insurance Program for unit members paid by the District as a benefit separate from any compensation in lieu of benefits. The District will also pay for eligible family members separate from any compensation in lieu of benefits.

f. Unit members electing compensation in lieu of benefits may enroll in the District Vision Plan. The Vision Plan's premium will be deducted from the compensation in lieu of benefits.

g. Spouses or domestic partners who are also full time District unit members are not eligible for in lieu of benefits.

h. This in lieu provision shall be effective to the extent it comports with obligations and provisions of the CalPERS Employee Health Benefit Program.

i. This in lieu of benefits option will cease if the District selects a new medical benefits carrier requiring universal participation, or if state or federal law requires universal participation of all full time District employees.

X. RETIREE BENEFITS

A. To be eligible for District contribution towards health insurance, retired classified employees of the Menlo Park City School District must meet the following conditions:

1. Employees must be employed by the District before April 1, 2007

2. For employees retiring at age sixty (60) or older: Must have been employed by a school district for a period of ten (10) years immediately prior to retirement, the last five (5) of which must have been with this District.

3. For unit members retiring at age sixty (60) or younger: Must have been employed by a school district for a period of ten (10) years immediately prior to retirement, the last five (5) of which must have been with this District, and must have accumulated one (1) additional year in this District for each year under sixty (60) at the time of retirement up to a total of ten (10) additional years.

B. Leave of absence will not be construed as a break in service.

C. The retired employee must be actually drawing retirement benefits from the Public Employees' Retirement System.

D. Optical care, if offered for unit members, is excluded from coverage for retirees over 65.

E. Unit members employed by the District after April 1, 2007, will only be eligible to receive the retiree medical benefit described in Article X.A if they have been both employed by the District for twenty (20) years and retire through the Public Employee Retirement System on or after their 60th birthday.

F. Unit members retiring because of disability are eligible under this policy as long as they meet all other requirements as delineated above.

G. Retiree Benefits

1. The District will pay the basic monthly minimum payment required by Government Code Section 22892 directly to CalPERS for each eligible retiree for medical insurance. In addition, the District will pay an amount sufficient to cover the employee-only medical premiums which, when added to the basic monthly minimum payment to PERS and to the Dental Premium, will not exceed three hundred forty one dollars ($341) per month prorated for unit members who worked less than eight hours per day at the time of retirement.

2. Retirees enrolled in the District's group plans will NOT be eligible at a later date to enroll in a Conversion Plan or an Individual Enrollment Plan. Should the District elect another health plan carrier, continuation of coverage for retirees would be the responsibility of the new carrier.

3. Because PERS requires that the CalPERS premiums be deducted from the retiree's PERS retirement check, the District will provide, twice annually (April & October), a non-taxable reimbursement up to the amount designated above.

4. Upon the retiree's election, the District will pay for retiree-only dental benefits for a period of five (5) years following retirement as part of the overall District contribution to retiree health benefits. After five (5) years the retiree may continue the dental coverage at their own expense with no District contributions to said dental premiums. The District may charge up to a five (5) percent fee on the dental premium to cover its administrative costs. The retiree must meet the District’s dental health care plan provider requirements for continued coverage.

5. For retirees who were hired before April 1, 2007, meet requirements in Article X.A, and who retire after July 1, 2016, the benefits will adjust as follows:

a. The District will pay the basic monthly minimum payment required by Government Code Section 22892 directly to CalPERS for each eligible retiree for medical insurance. In addition, the District will pay an amount sufficient to cover the employee-only medical premiums which, when added to the basic monthly minimum payment to PERS, will not exceed three hundred twenty-five dollars ($325) per month prorated for unit members who worked less than eight hours per day at the time of retirement.

b. The District will pay for retiree only dental benefits for a period of five (5) years following retirement. For unit members that worked less than eight hours per day at the time of retirement the District contribution will be prorated. After five (5) years the retiree may continue the dental coverage at their own expense with no District contribution to said dental premiums. The District may charge up to a 5% fee on the dental premium to cover its administrative cost. Retiree must meet the District's dental health plan provider requirements for continued coverage.

H. Retiree Over 65 Years of Age with LifeTime Benefits

When the retiree is eligible for Medicare, the retiree will transfer to a Medicare supplement plan and have the premium deducted from retirement income by the retirement system. The premium for dependents must be deducted from retirement income by the retirement service or be paid by the retiree directly to the insurance company. The District may not accept cash from the retiree to cover insurance for dependents after deductions begin by the retirement service, nor will the District be responsible for negotiating coverage for dependents. The District will also pay the cost of Part B Medicare for those retirees who qualify for Part A Medicare. Total payments shall not exceed the premium the District pays for a regular unit member. Retirees are not eligible for District-paid dental insurance except as stated in Section G. Twice each year (April & October) the District will reimburse the retiree for the costs of Part B Medicare payments and health insurance premiums.

I. Retirement Incentive

For unit members employed before July 1, 2005, the District shall provide a retirement incentive of $5,000.00 per unit member payable upon retirement, prorated for less than full-time employment, which shall be defined as eight (8) hours per day for ten (10) months. In order to be eligible, the retiring unit member must have ten (10) years of District service and must provide an irrevocable intent to retire at least three (3) calendar months in advance of the retirement date. The above amount will be increased to $7,000.00 for any unit member retiring with eighteen (18) or more years of District service.

XI. GRIEVANCE PROCEDURE

A. Definitions

1. Grievance: Any dispute which involves the alleged violation, misinterpretation or misapplication of any provision of this Agreement and which adversely affects the grievant.

2. Grievant: A unit member(s) covered by this Agreement or CSEA when there is an alleged violation, misinterpretation or misapplication of the contract.

3. Immediate Supervisor: Lawfully designated supervisory or management person having immediate jurisdiction over the grievant.

4. Consultant: Any person selected by the unit member or the District.

5. Day: A regular workday for the District Office.

B. General Provisions

1. All time limitations may be waived by mutual agreement.

2. Either party may request a meeting between parties at Levels 1 and 2. (see Article XI.D & XI.E)

3. A grievance must be filed within fifteen (15) days of the alleged violation(s) or within fifteen (15) days of the date the grievant might reasonably be expected to have known of the alleged violation(s).

4. The grievant may file any evidence in the form of documentation, or statement of witnesses in support of the grievance.

5. Grievances of a like or similar nature may be joined by mutual agreement of the District and CSEA.

6. Neither the District nor CSEA may take punitive action against a unit member for exercising his or her right to grieve.

7. A grievant may drop a grievance without intervention by CSEA. Such an action shall not set a precedent.

8. The District shall not agree to any resolution of a grievance until CSEA has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response. A response shall be received within fifteen (15) days.

9. A reasonable amount of release time with pay shall be granted for the processing of grievances.

10. Either party in a grievance is entitled to a consultant at any hearing at any step of the grievance proceedings.

11. If the District at Level 1 or at Level 2 determines that the alleged violation does not fall within the definition of a grievance, that determination becomes a grievable decision which must be resolved prior to processing the original grievance.

12. 12 Witnesses may be called by either party.

C. Informal Level

No matter shall be considered a grievance until first taken up orally by the unit member with the immediate supervisor or other designated management representative, who shall attempt to settle the matter and shall render a decision within fifteen (15) days. If the alleged matter is not settled within fifteen (15) days, it shall be reduced to writing and processed directly as an official grievance.

D. Level 1 - Grievance Procedure

1. The grievant, in writing, shall file with the immediate supervisor a statement which shall include the following:

a. The Article or Articles of this Agreement which were allegedly violated, misapplied or misinterpreted.

b. The manner in which the grievant(s) was/were adversely affected.

c. The specified District action(s) or inaction(s) which resulted in the alleged violation.

d. The specified remedy sought by the grievant(s).

2. The immediate supervisor shall respond within fifteen (15) days.

3. The District shall transmit a copy of the supervisor's decision to CSEA.

4. If the grievant has received no written response from the immediate supervisor within fifteen (15) days, or if the grievant is not satisfied with the response of the supervisor, the grievant may refer the grievance to Level 2 within fifteen (15) days. Referral must be made within fifteen (15) days.

E. Level 2

1. The grievant, in writing, shall express to the Superintendent or designee a statement expressing dissatisfaction with a decision or lack thereof at level 1. Under the same cover, a copy of the original grievance and, if applicable, a copy of Level 1 response shall be transmitted.

2. The Superintendent or designee shall respond within fifteen (15) days.

3. If the grievant receives no response, or an unsatisfactory response, at level 2, the grievant may refer the grievance to Level 3.

F. Level 3

1. In the event the grievant wishes the matter arbitrated, they may, within fifteen (15) days, request that the CSEA submit the grievance to arbitration. The CSEA, in written notice to the Superintendent within fifteen (15) days of receipt of the request for the grievant, may submit the grievance to arbitration. If not submitted, the decision at Level 2 shall be final.

2. A list of five (5) suggested arbitrators shall be requested from the State of California Conciliation Service. If the parties are unable to agree upon an arbitrator, the parties shall each strike from the State of California Conciliation Service list alternately one (1) name after determining the first strike by lot and the final name shall be that of the arbitrator.

3. Any questions which arise as to the arbitrability of the grievance shall be ruled upon by the arbitrator prior to hearing the merits of the grievance.

4. The arbitrator's decision shall be in writing and shall set forth their findings of fact, reasoning, and conclusion on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement and the arbitrator shall interpret this Agreement in accordance with accepted arbitral standards of contract interpretation. The decision of the arbitrator shall be submitted to the District and the CSEA and shall be final and binding on both parties.

5. All costs for the services of the arbitrator, including but not limited to, per diem expenses, travel and subsistence expenses and the cost of any hearing room shall be borne equally by the parties. All other costs shall be borne by the party incurring them.

6. If a party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If the parties mutually request a transcript, the total cost of the transcript shall be divided equally between the District and the CSEA

XII. TRANSFERS AND ASSIGNMENTS

A. Transfers I Promotions

1. The Superintendent or designee shall assign all unit members and authorize transfers.

2. A transfer is a change in a unit member's job location within the same classification or a change in work location as a result of a promotion within the bargaining unit.

3. All transfers shall be considered on the basis of the needs of the District which shall include, but not be limited to, the welfare of the pupils and the training and special skill of unit members. All other conditions being equal in the judgment of the Superintendent, length of service with the District shall be determinative.

4. When a new position is created or an existing position becomes vacant, the District shall give first consideration to current unit members. All vacancies shall be posted by the District for not less than five (5) working days at all work locations prior to being filled. A copy of the notice of a vacancy shall be provided to the CSEA. Any unit member may apply for a vacant position by filing a written notice with the District Office. The internal applicants will be reviewed, and the internal review process will be completed before the district interviews external candidates. If two or more qualified candidates apply, the district shall conduct internal interviews. If none of the internal candidates satisfy the requirements of the posting, the district may then interview external candidates.

5. Unit members desiring voluntary transfer shall make such requests to the Superintendent. The unit member is entitled to a conference with the Superintendent, or designee regarding the request.

6. In the event the request for voluntary transfer is denied, the unit member shall upon request receive, in writing, the reason or reasons for denial.

7. For vacancies, unit member-initiated transfers shall be granted or denied prior to initiating involuntary transfers.

8. A permanent unit member will serve a new probationary period of six (6) months in a position to which the unit member has been promoted. This period may be extended to nine (9) months by the supervisor's written notice to the unit member and the CSEA President prior to the end of the six (6) month period. If the unit member does not successfully complete probation, the unit member may return to the position held by the least senior person within the classification in which the unit member had permanency before the promotion.

9. Where the salary schedule allows, any unit member who is promoted shall be paid at the lowest step of the new classification that guarantees at least a 5% increase to the unit member's current salary and shall retain longevity status with the District.

10. During summer months and winter recess, when school is not in regular session, the District will distribute posting to unit members who are not in service and who request such posting by June 1 of the previous year.

B. Involuntary Transfers

1. The Superintendent or designee may involuntarily transfer a unit member when in the Superintendent's judgment, the transfer is necessary for the efficient operation of the District.

2. A unit member shall be advised of any proposed involuntary transfer as soon as this information is known with a reasonable degree of certainty by the District, at least five working days prior to the implementation of said transfer. The unit member shall be informed of any available options.

3. If requested by the unit member, a conference shall be held between the unit member and the Superintendent or designee prior to the actual involuntary transfer.

4. Upon request, the unit member shall be given in writing the reasons for the transfer initiated by the District.

C. Temporary Assignments

1. A unit member who is transferred from their regularly-assigned site, whether on a permanent or temporary basis, shall be entitled to a fifteen percent (15%) differential for all hours worked until the 5 workday requirement has been met. A unit member transferred with only four workdays notice shall be entitled to one day paid at the differential rate; a unit member transferred with only three workdays notice shall be entitled to two days paid at the differential rate; and so on and so forth.

2. Unit members shall not be required to check phone or email outside of work hours. Therefore, a unit member is not expected to respond to a temporary transfer notice unless the notice has been issued during work hours, whether prior to the start of the transfer assignment, or on the first day of the assignment.

3. Unit members are only expected to provide their own transportation to and from their regularly assigned worksite. If the unit member arrives at their regularly assigned worksite and is asked to temporarily transfer to another site, then the unit member may either provide their own transportation with reimbursable mileage or may request that the District provide transportation or reimbursement for transportation.

4. A Paraeducator II who is temporarily assigned a Paraeducator I assignment, at another site, will continue to be compensated as a Paraeducator II. If notice of the temporary transfer is less than five (5) working days, then the 15% differential described in Item #1 shall also apply.

5. A Paraeducator I who is temporarily assigned a Paraeducator II assignment shall be compensated out-of-class at the Paraeducator II pay rate. If notice of the temporary transfer to another site is less than five (5) working days, then the 15% differential described in subsection 1 shall also apply.

XIII. DISTRICT PERSONNEL FILES

A. Materials in personnel files of unit members which may serve as a basis for affecting the status of their employment, are to be made available for the inspection of the unit member involved and the unit member's representative.

B. Every unit member shall have the right to inspect such materials upon request, provided that the request is made at a time when the unit member is not actually required to render services to the District.

C. The material available for inspection shall not include ratings reports, or records which:

1. were obtained prior to the employment of the person involved

2. were prepared by identifiable examination committee members

3. were obtained in connection with a promotional examination

D. Information of a derogatory nature, except material mentioned in Section C shall not be placed in the unit member's District personnel file until and unless:

1. the unit member is provided a copy of the material

2. the unit member has fifteen (15) workdays from the receipt of the copy of the material to attach the unit member's comments to the derogatory statement

3. the unit member is provided the opportunity to request a conference with the Superintendent to discuss the material and the conference, if requested, is held

4. The conference shall take place during normal business hours and the regular unit member and the unit member's representative (if requested) shall be released from duty for this purpose without salary reduction.

XIV. SALARY

A. Salary Schedules

1. Effective July 1, 2025, the CSEA bargaining unit shall receive a three and one-half percent (3.5%) increase to the salary schedule for all employees active in the 2025-2026 year. The CSEA bargaining unit members shall also receive an additional one-time off-schedule payment of one-half percent (0.5%) for

2. If any other bargaining unit or employee group should receive an increase in total compensation greater than the CSEA bargaining unit, CSEA shall receive the greater amount.2025-2026.

B. Longevity

1. Longevity Pay is additional compensation provided to unit members based on their length of service with the District, as follows:

a. Upon completing six (6) years of continuous service, a unit member will receive an additional 3% of their base pay.

b. Upon completing eight (8) years of continuous service, a unit member will receive an additional 3%, calculated on the adjusted pay that includes the prior longevity increase(s).

c. Upon completing ten (10)years of continuous service, a unit member will receive an additional 3%, calculated on the adjusted pay that includes the prior longevity increase(s).

d. Upon completing twelve (12) years of continuous service, a unit member will receive an additional 3%, calculated on the adjusted pay that includes the prior longevity increase(s).

e. Upon completing fourteen (14) years of continuous service, a unit member will receive an additional 3%, calculated on the adjusted pay that includes the prior longevity increase(s).

f. Upon completing fifteen (15) years of continuous service, a unit member will receive an additional 3%, calculated on the adjusted pay that includes the prior longevity increase(s).

2. Compounding Calculation:
Each longevity increase is applied sequentially to the adjusted pay resulting from the prior increase(s). For example:

a. If a unit member’s base pay is $5,000 per month, upon completing six (6) years of service, the adjusted pay will be $5,150 ($5,000 + 3%).

b. Upon completing eight (8) years of service, the adjusted pay will be $5,304.50 ($5,150 + 3%), and so on.

C. Pay For Temporary Work In A Higher Classification

A unit member may be required to perform duties different from those assigned to the position by the governing board. If the assignment is for a period of more than five (5) working days and is in a

higher classification, the unit member's salary shall be adjusted upwards for the entire period of the assignment. No unit member shall receive a reduction in pay when assigned to perform duties in a lower classification.

D. New Work

In the event the District introduces new work or creates a new job classification, the District and CSEA shall, upon written request by either party, enter into negotiations for the wage scale applicable to the new work or job classification. Pending final settlement of the proper rate for the new work, the work shall be performed at the rate of pay established by the District. When a permanent rate is established, it shall become effective on the date the work was first performed.

E. Pay Periods and Pay Checks

1. All unit members covered by this Agreement shall be paid once per month at the end of each month. Early release of paychecks normally occurs in December and June.

2. All variable paychecks shall be accompanied by a statement of deductions.

3. Subject to District and County Office regulations, unit members can elect to receive their pay on an eleven (11), or twelve (12) month payment plan. This election shall take place no later than August 1 for eleven (11) month unit members and September 1 for ten (10) month unit members.

F. Computation Of Wages For Pay Purposes

1. Base salary will be based on the amount per hour, as per the salary schedule listed in Appendix A, times the number of hours a day worked times the number of days worked as specified in the 10, 11 or 12 month work calendars. Vacation, as per Article VI, and Leaves, as per Article VIII, will be considered as days worked.

G. Mandatory Training

1. Supervisors shall schedule the work time necessary for all mandatory trainings and shall direct the unit members on when to complete the annual mandatory trainings. Supervisors shall also provide a distraction-free environment for unit members to work on mandatory trainings.

2. Mandatory training shall not count towards any professional development mandated in Article XX.

3. Any time spent on mandatory trainings will be paid at the member's regular rate, unless it is during overtime hours. Wherever possible, members will be given time during their regular work hours to complete these trainings. Should this not be possible, then time outside of their regular contracted hours may be authorized (i.e. over the summer for less-than-12-month employees) and will be paid at their regular rate, unless hours extend into overtime as pre-authorized.

4. Overtime hours can be used for these trainings when all other options have been exhausted, and will be paid at three (3) times the unit member's regular rate of pay.

5. The District shall notify supervisors and unit members that training is to be completed during regular working hours whenever possible and that overtime hours may be authorized if needed.

XV. SAFETY AND WORKING CONDITIONS

A. The District shall furnish tools and equipment and a place of employment which are safe and healthful for the workers, and shall conform to and comply with all health, safety and sanitation requirements imposed by State or Federal law or regulations adopted under State or Federal law.

B. Safety Committee

1. A Safety Committee shall be established and maintained and shall consist of two (2) members selected by the CSEA and two (2) members selected by the District.

2. Upon request (which may be made anonymously) or on its own initiative, the Committee shall review health, safety, sanitation and working conditions, and shall make recommendations to the District to assure compliance with this Article.

3. Upon approval by the Superintendent or designee, committee members shall be allowed up to three (3) days each per year of paid release time plus expenses, limited to actual registration, travel, meals, lodging and materials for the purpose of attending seminars, conferences, workshops or institutes on occupational safety.

C. Physical Examinations and Tests

The District agrees to provide, and pay for, any District or State required medical examinations or medical tests such as a TB test required as a condition of employment or continued employment.

D. Mileage Allowance

1. Unit members who use their own transportation in the performance of their duties and unit members who are assigned to more than one work site per day shall be reimbursed for all required travel at the approved I.R.S. rate for work related mileage, for all driving done between the arrival at the first location at the beginning of the work day and the last location of the work day.

2. If an I.R.S. ruling raises the approved rate to a rate higher than the rate specified in this Section, regular unit members will be reimbursed at the higher rate.

E. Security Cameras

1. The primary intent of security cameras is for safety purposes and to deter criminal activity. The District will not use video recordings to determine work performance unless said work performance impacts the safety of staff, students or visitors.

2. When the District has installed security cameras, signs will be posted to notify students, unit members, and visitors that recordings may occur at the District.

3. No security cameras will be installed where there is a reasonable expectation of privacy, in accordance with applicable law, such as bathrooms and locker rooms.

4. Security camera video recordings shall not be stored for more than 60 days. If recordings are being used in disciplinary proceedings, CSEA shall be notified in advance and shall have the right to review the recordings. Recordings may then be stored longer than the 60-day limit but not longer than the proceedings, unless required per evidentiary guidelines.

5. District security cameras shall record only video images. No audio recordings shall be made.

XVI. MANAGEMENT RIGHTS AND DISTRICT POWERS

A. It is understood and agreed that the District retains all of its powers and authority to direct and control the District to the full allowable extent of the law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance of the District rights, and the use of judgment and discretion in connection with these activities, shall be limited only by the specific and expressed terms of this Agreement, and then only to the extent that such specific and expressed terms are in conformity with the laws of the State of California.

XVII. ASSOCIATION RIGHTS

A. Association Leave: CSEA shall be entitled to a total of five (5) days of paid leave per year for the purpose of conducting CSEA business. The specific time the unit member takes the leave shall be mutually agreed upon by the Superintendent and CSEA.

B. CSEA shall be entitled to the use of District email, pony, bulletin boards, and facilities when not in use by District.

XVIII. UNIT MEMBER EVALUATIONS

A. Frequency of Evaluation

1. Entry probationary unit members shall be evaluated at least twice during the six (6) month probationary period.

2. A promotional probationary unit member shall be evaluated at least twice during the six (6) month promotional probationary period.

3. Permanent 10 month unit members shall be evaluated annually by their immediate supervisor by their last day of work for the school year. Permanent 11 and 12 month unit members shall be evaluated by June 30. At the District's discretion, a permanent unit member who received evaluations for two consecutive years indicating that the unit member consistently meets or exceeds District job performance standards may thereafter be evaluated once every two years.

B. Persons Responsible for Evaluations

1. Each immediate supervisor under whom the unit member has served for sixty (60) working days or more during any evaluation period shall provide a performance evaluation, even though the unit member may have left the supervisor's area of responsibility.

2. If a unit member works a split assignment at two schools, the principal at each school shall independently evaluate the unit member.

3. The immediate supervisor should base his/her rating on direct observations, evaluation of work product and/or clearly observed behaviors.

C. Evaluation Procedure

1. Evaluators shall use the CSEA Evaluation Form, included in Appendix B, to provide an overall rating for unit members.

2. For a rating of "needs improvement" or "unsatisfactory" on "Overall Rating" an improvement plan will be attached to the evaluation. The improvement plan shall clearly identify the problem(s), specific improvement strategies that are measurable and timeline for improvement. The unit member shall be re-evaluated on the "needs improvement" or "unsatisfactory" items in 85 working days to correct the deficiencies in performance. At the end of 85 working days if a unit member continues to be "needs improvement" or "unsatisfactory" in performance, the District will pursue its rights under Article XIX Employee Discipline. If a unit member who was previously rated as overall "unsatisfactory" has improved to the overall "needs improvement" rating, such unit member shall have an additional 45 working days to improve before the District may pursue its rights under Article XIX Employee Discipline.

3. The immediate supervisor shall present the performance evaluation report to the unit member and discuss it with the unit member. If the immediate supervisor is unavailable or if the unit member is no longer being supervised by the person preparing the evaluation, the Superintendent shall designate an administrator or supervisor to review and discuss the evaluation with the unit member.

4. The evaluator and the unit member shall sign the evaluation form, and the unit member shall be given a signed copy. The unit member’s signature indicates only that the unit member received the evaluation and does not indicate that the unit member agrees with the evaluation.

D. Personnel File

The evaluation form shall be filed in the unit member's personnel file. The unit member may prepare a written response to the evaluation, which shall be attached to the evaluation form in the unit member's personnel file.

E. Grievance Procedures

The evaluation procedure, but not the content of a unit member's evaluation, is subject to the grievance process of Article XI.

XIX. EMPLOYEE DISCIPLINE

A. Definitions

1. Counseling: An informal conversation between the supervisor and unit member to advise the unit member about performance expectations.

2. Verbal Warning: A formal conversation between the supervisor and unit member wherein the supervisor specifically identifies the conversation as a verbal warning and warns the unit member that specific acts or omissions, if not corrected may lead to further disciplinary action.

3. Written Warning: An official written document served to the unit member by the supervisor warning the unit member that specific acts or omissions, if not corrected may lead to further disciplinary action. The written warning shall be served during a meeting between the supervisor and unit member.

4. Written Reprimand with a copy to the Personnel File: An official written document served to the unit member by the supervisor reprimanding the unit member for continuing specific acts or omissions which if not corrected may lead to further disciplinary action. A copy of this reprimand shall be placed in the unit member's personnel file. The unit member shall have 10 working days to attach a response. The written reprimand shall be served during a meeting between the supervisor and unit member.

B. Probationary Unit Members

At any time prior to the expiration of the initial probationary period, the Superintendent or designee may, at their discretion, dismiss a probationary classified unit member from District employment. A probationary unit member shall not be entitled to a hearing.

C. Permanent Unit Members

Permanent unit members shall be subject to personnel action (suspension without pay, demotion, reduction of pay step in class, dismissal) only for cause.

D. Progressive Steps

In handling disciplinary matters, it is intended that the discipline shall be commensurate with the offense and that, whenever possible, progressive steps be utilized, unless the incident giving rise to the discipline is of such a nature that more severe action is appropriate. Progressive steps shall under normal circumstances include Counseling, Verbal Warnings, Written Warnings, and Written Reprimands before the initiation of personnel action against the unit member. Each informal step shall detail specific acts or omissions and specific actions, clear attainable goals and timelines, if applicable, required of the unit member to correct the concern.

E. Causes

1. In addition to any disqualifying or actionable causes otherwise provided for by statute or by District policy or regulation, each of the following constitutes cause for personnel action against a permanent classified unit member:

a. Falsifying any information supplied to the school District, including, but not limited to, information supplied on application forms, employment records, or any other school district records.

b. Unsatisfactory or unacceptable performance. The inability or the failure to perform at an acceptable performance level such as incompetence or inefficiency.

c. Neglect of duty

d. Insubordination

e. Dishonesty

f. Drinking alcoholic beverages while on duty or in such close proximity to duty time as to cause any detrimental effect upon the unit member, on students, or on members of the public.

g. Possessing or being under the influence of a controlled substance in violation of the

h. Education Code or furnishing a controlled substance to a minor.

i. Conviction of a felony, conviction of any sex offense made relevant by provisions of law, or conviction of a misdemeanor which is of such a nature as to adversely affect the unit member's ability to perform the duties and responsibilities of the unit member's position. A plea or verdict of guilty or a conviction following a plea of nolo contendere, is deemed to be a conviction for this purpose.

j. Absence without proper notification.

k. Discourteous treatment of the public, students, or other unit members while in the course and scope of employment.

l. Willful misuse, negligent use, and/or misappropriation of District property, including taking District property.

m. Violation of District, Board, or departmental rule, policy or procedure.

n. Abuse of sick leave or any other leave.

o. No personnel action shall be taken for any cause which arose before the unit member became permanent, nor for any cause which arose more than two (2) years before the date of the filing of the notice unless this cause was concealed or not disclosed by the unit member when it could be reasonably assumed that the unit member would have disclosed the fact to the District.

F. Initiation and Notification of Charges

1. The Superintendent or designee may initiate a personnel action against a permanent classified unit member.

2. In all cases involving a personnel action, the person initiating the action shall file a written recommendation of personnel action with the Board. A copy of the recommendation shall be served upon the unit member either personally or by a registered or certified mail, return receipt requested, at the unit member's last known address and to CSEA. The recommendation shall include:

a. A statement of the nature of the personnel action.

b. A statement in ordinary and concise language of the cause or causes for the personnel action.

c. A statement of the specific acts or omissions upon which the causes are based.

d. A statement of the unit member's right to appeal the recommendation and the manner and time within which the appeal must be filed.

G. Employment Status Pending Appeal or Waiver

Except as provided in this Agreement, any unit member against whom a recommendation of personnel action has been made shall remain on active duty status and responsible for fulfilling the duties of the position pending the unit member's appeal or waiver of an appeal. In circumstances where the District believes that the unit member's presence in the workplace may constitute a hazardous situation, the unit member may be immediately placed on administrative leave with pay while an internal investigation is conducted.

H. Pre Disciplinary Hearing (Skelly)

1. Upon receipt of the written notice provided under Section F and prior to the imposition of discipline, the bargaining unit member shall have five working days to request an opportunity to meet with the Superintendent or designee who shall be impartial and have had no involvement in investigating the acts or omissions giving rise to the personnel action. The unit member has the right to representation by the Union at such hearing. The unit member may waive in writing the pre-disciplinary hearing within three days of the hearing date. If the unit member waives the hearing or if the unit member is dissatisfied with the results of this hearing the unit member may appeal the matter.

2. The unit member and the Union will be notified in writing of the results of any such hearing within ten working days.

3. The Superintendent or designee may order the unit member immediately suspended from duty without pay in conjunction with the recommendation of personnel action after the unit member has been given the opportunity for a Skelly hearing. The suspension order shall be in writing and shall state the reasons that the suspension is deemed necessary. The suspension orders shall be served upon the unit member either personally or by registered or certified mail, return receipt requested, immediately after issuance. Except in cases of emergency when the unit member must be removed from the premises immediately, the Superintendent or designee shall give the unit member written notice of the proposed recommendation of discipline at least five (5) calendar days before the effective date of any order of suspension issued in conjunction with a recommendation involving dismissal.

I. Right to Appeal

1. Within five (5) working days after receiving the recommendation of personnel action, or if the unit member has requested a Skelly hearing, within five (5) working days after receiving the results of the Skelly hearing, the unit member may appeal in writing to the office of the Superintendent or designee during normal work hours.

2. If the unit member fails to file a notice of appeal within the time specified in these rules, the unit member shall be deemed to have waived the right to appeal, and the Board may order the recommended personnel action into effect immediately.

J. Amended/Supplemental Changes

At any time before a unit member's appeal is finally submitted to the Board for decision, the District may, with the Board's consent, serve on the unit member and file with the Board an amended or supplemental recommendation of personnel action. If the amended or supplemental recommendation presents new causes or allegations, the unit member shall be afforded a reasonable opportunity to prepare a defense and request a new Skelly hearing.

K. Hearing Procedures

1. The hearing shall be held at the earliest convenient date. All parties shall be notified of the time and place of the hearing. The unit member shall be entitled to appear personally, produce evidence, and have counsel or representation at the unit member's expense. The unit member shall be entitled to a public hearing if they demand it when the Board is hearing the appeal by giving twenty-four (24) written notice prior to the hearing. The burden of proof is on the District to present substantial evidence in support of its action. The Board shall not be bound by the formal rules of evidence but relevant evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs. Hearsay evidence shall not be the sole evidence supporting any factual finding.

2. In the event that the Board determines that the nature of the appeal and the circumstances and details of the case is beyond its capacity and available time the Board, at its discretion, and with the concurrence of the unit member, may refer the hearing to Arbitration. Arbitration will follow the provisions of Section M below.

3. If the Board hears the appeal, the Board shall affirm, modify or revoke the recommended personnel action but not change the nature of the personnel action.

4. The Board may consider the records of any prior personnel action proceedings against the unit member in which a personnel action was ultimately sustained and any records that were contained in the unit member's personnel files and introduced into evidence at the hearing.

L. Hearing Decision

The decision of the Board shall be in writing and shall contain findings of fact and the personnel action approved, if any. A copy of the decision shall be delivered to the unit member personally or by registered mail. The decision of the Board shall be final.

M. Hearing Before a Hearing Officer

1. At the option of the unit member, in lieu of a hearing before the board of trustees, pending approval from CSEA, the unit member may be heard before a hearing officer.

2. A list of five (5) suggested hearing officers shall be requested from the State of California Conciliation Service. If the parties are unable to agree upon a hearing officer, the parties shall each strike from the State of California Conciliation Service list alternately one (1) name after determining the first strike by lot, and the final name shall be that of the hearing officer.

3. The hearing officer's decision shall be in writing and shall set forth the hearing officer's decision to affirm, modify or revoke the recommended personnel action but not change the nature of the personnel action. The decision of the hearing officer shall be submitted to the District and CSEA and shall be final and binding on both parties.

4. All costs for the services of the hearing officer, including but not limited to per diem expenses, travel and subsistence expenses, and the cost of any hearing room, shall be borne equally by the parties. All other costs shall be borne by the party incurring them unless the matter was referred by the board of trustees and not requested by the unit member, in which case, the District shall bear the full cost of the hearing officer.

5. If a party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If the parties mutually request a transcript, the total cost of the transcript shall be divided equally between the District and CSEA.

XX. PROFESSIONAL DEVELOPMENT

A. Purpose: The purpose of professional development (PD) is to encourage employees to become lifelong learners, informed and active citizens who are positive role models and who are knowledgeable, self-directed members of the workplace. PD is designed to provide classified employees with opportunities to improve their skills for their career in the District.

B. The District is responsible for providing all unit members with an equivalent of two days of PD for training that is relevant to unit members' job duties and classifications.

C. Eligibility: All permanent classified unit members shall be eligible to participate in all PD programs.

D. Professional Development Options: In addition to the annual two days of District-provided PD, there are two professional growth options: The professional growth fund ($15,000) and the professional growth increment option.

E. Professional Development Committee: The Professional Development Committee (PDC) shall meet as needed, at least once annually. The PDC shall be composed of two (2) representatives appointed by CSEA leadership and two (2) representatives appointed by the District and shall be facilitated by theDirector of Human Resources. Efforts shall be made to maintain the committee membership for the duration of the fiscal year.

1. The PDC will be responsible for managing Professional Growth Fund with the following goals:

    a. Publish a list of available, relevant professional development opportunities for all members by classification.

    b. Determine the process whereby members can apply for relevant professional development and publish the process on the District website. The process shall provide fair and equitable access to unit members.

    c. Review and approve PD requests throughout the year as needed.

    d. Work with the various departments to get communication out to members about professional development opportunities.

    e. Collect data and feedback about participation in this process, and to publish a report at the end of the school year.

2. The PDC will be responsible for managing the Professional Development Increment program, with the following goals:

    a. Design and publish the process whereby members can apply for and participate in the Professional Development Increment program.

    b. Develop and publish the qualifying criteria for this program.

    c. Review applications from members who wish to participate in this program within ten (10) working days of any applications.

    d. Meet at least annually to update processes as needed.

F. Professional Development Growth Fund: The District shall allocate a minimum of $15,000 (fifteen thousand) annually for the professional development of classified bargaining unit members. An individual unit member may apply to access this fund to participate in PD opportunities that are eligible under the terms determined by the PDC as outlined in Section E above.

G. Professional Development Increment Option:

1. Professional growth seminars, workshops, or conferences paid for by the District are not eligible for the Increment Option.

2. Each increment earned through this program shall consist of successful completion of eight (8) semester units or twelve (12) quarter units. (Grade of "C" or better, pass designation, or certificate of completion).

3. For each increment earned, a unit member shall receive a one percent (1%) increase to their base salary.

a. All increments are permanent. Pay increases for increments will commence at the next payroll cycle after the employee submits evidence of meeting the requirements.

b. A maximum of twelve (12) increments can be earned during an employee's tenure with the District.

4. Conversion from quarter to semester units is as follows:

a. Quarter units multiplied by two (2) divided by three (3) equals total semester units. 1. 1.Example: a. Ten (10) quarter units multiplied by two (2) equals twenty (20), divided by three (3) equals six point sixty seven (6.67) semester units.

b. Credit for adult education courses, trade school courses, professional growth courses, workshops, conferences, and seminars shall be equated as follows:

Total Hours in Course(s)	Semester Units Granted
7-14	½
15-22	1
23-29	1 ½
30-36	2
37-44	2 ½
45-51	3
52-59	3 ½
60 +	4

XXI. SAVINGS CLAUSE

If any Article, section, or clause of this Agreement is declared illegal by a court of competent jurisdiction or by legislative act, then that Article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining Articles, sections, and clauses shall remain in full force and effect.

XXII. SENIORITY

A. Seniority shall be determined by date of hire.

B. The District shall maintain a seniority list on the District website and update the list on at least a quarterly basis.

XXIII. GENERAL PROVISIONS

A. This Agreement represents and incorporates the final and complete understanding by the parties of all bargaining issues which were, or could have been, the subject of negotiations. Except for reopening according to Article XXIII.B, neither party shall be required to negotiate with respect to any bargainable issues during the life of this contract.

B. All or any portion of this contract may be renegotiated by mutual agreement of the parties.

1. In the second year of the term of the Contract, both CSEA and the District may reopen negotiations on three (3) Articles–excluding Article IX Health and Welfare Benefits–in addition to Article XIV Salary.

2. In the third year of the term of the Contract, both CSEA and the District may open three (3) Articles in addition to Articles XIV Salary and IX Health and Welfare Benefits.

C. Once the ratified contract is revised (updated) it will be made available for CSEA to review for accuracy no later than one (1) month after the final ratification has taken place. And will be published to the MPCSD website and made available to members upon request no later than two (2) months from date of final ratification.

XXIV. RECLASSIFICATION

A. Definitions

1. Reclassification shall mean the redefinition of a position and/or classification to account for changes in the job. These changes may include technological changes, changes in duties or work that alter the nature of the job and require greater skill, effort, and ability.

2. Changing conditions may warrant reclassification of position(s) and/or classification. This Section is intended to provide an orderly process for affecting justifiable reclassifications.

B. Procedures

1. No reclassification using this procedure may take place prior to November 1. However by mutual agreement of CSEA and District, classifications may be reviewed if job duties and responsibilities are significantly changed.

2. Either party to this Agreement may propose a reclassification for any position.

3. When a class or position is reclassified, no incumbent serving the affected classification will be reduced in salary.

4. When a position (or positions) is reclassified, incumbent(s) in the position(s) shall be reallocated to the higher class.

C. Criteria for Reclassification

1. Based on a significant change in duties, reclassification of an individual position, or group within a current classification to: A higher existing classification, or a new classification.

2. Based on a significant change in duties, a reclassification of an entire classification: A higher existing classification, or a new classification.

3. Based on the normal evolution of job duties, an updating of the job description(s), and/or job title(s).

4. Designation of job families and the realignment of the classifications within the job families.

5. Definition of the process for range changes in a salary based upon: Realignment within the job family, or wage comparability study, or reclassification of an individual position, a group within a classification, or an entire classification to a new classification, or reclassification of an individual position, a group within a classification, or an entire classification to a higher existing classification.

D. Process

1. Except by mutual agreement by the District and CSEA, requests for permanent reclassification shall be made one time per year. All requests shall be submitted to the Director of Human Resources by November 1.

a. Level I: Unit members shall submit reclassification requests on forms obtained from the Human Resource Office. The unit member shall describe the tasks which significantly differ from the present job description and submit his/her request to his/her supervisor by October 20 who shall review the request and add input regarding job responsibilities. The supervisor shall submit the reclassification to the Director of Human Resources by November 1 and provide the unit member a copy of the signed request form.

b. Level II: Within thirty days after the November 1 deadline, the joint Reclassification Committee consisting of two District representatives, and two CSEA representatives appointed

by CSEA, plus the Human Resource Officer who will vote only in case of a tie, shall meet to review requests. The CSEA Labor Relations Representative will be a nonvoting member of the Committee. Each unit member that has applied for a reclassification shall be provided with an opportunity to orally present their request to the committee, prior to the committee's consideration of the unit member's request. By January 15 of each year, the Human Resource Officer shall inform the unit member in writing of the decision of the Committee and their appeal rights, with a copy to the Chapter President and Labor Relations Representative. If the request is disapproved, the unit member may appeal in writing. The appeal must be submitted to the Human Resource Officer by the last working day of January. Upon request and at the discretion of the committee, the rehearing may occur in person and will take place prior to the last working day in February.

c. Level Ill: The report of the Committee shall be submitted in writing to the Superintendent for their consideration. The report shall include an approval, denial, or modification of the unit member’s submission for reclassification.

d. Should the Superintendent's recommendation be to create a new classification because no existing classification contains the duties/qualifications of a current classification and/or if the Superintendent's recommendation impacts any mandatory subjects of bargaining not already covered by this Agreement including title changes, job description changes, reassignment of unit members to new classifications or existing classifications, assignment of new duties to existing classifications, transfer or duties between classifications, grouping of unit members into job families, and/or assignment of salary ranges to new, existing, or reclassified positions, the Human Resource Officer shall notify the CSEA President so that the parties may exercise the right to negotiate.

e. The decision impact of the new classification and all mandatory subjects of bargaining shall be completed by the end of March.

f. The Superintendent shall make their recommendations to the Governing Board at its first (1st) regular meeting in April. Approved reclassification requests shall be retroactive to November 1.

g. Should the District act on a recommendation by eliminating additional duties, the matter shall be processed as working out of class pursuant to Article XIV. Up to one year previous to the date of filing or to the date the unit member can furnish proof that the unit member first began and continued to perform duties out of classification whichever is earlier, shall count as the authorization date for out of class pay.

XXV. LAYOFFS, REDUCTIONS, AND REEMPLOYMENT RIGHTS

A. Reason for Layoff

Layoff shall occur only for lack of work or lack of funds as authorized by Education Code Section 45117. Reductions in working hours/days/months in lieu of layoff and reductions in class or pay grade in lieu of layoff are mandatory subjects of bargaining.

B. Notice of Layoff

The District shall notify all employees subject to layoff and CSEA of the layoff in writing no later than March 15. Such notice shall inform employees of their bumping rights, if any, reemployment rights, and their right to request a hearing pursuant to Education Code Section 45117. The District shall additionally notify CSEA in writing of the proposed layoff(s) not less than 15 days prior to the notice going to employees. The District and CSEA will utilize this period to review seniority lists and work through bumping progressions in accordance with Section E (Bumping Rights) below with the intent to give formal layoff notice to only those employees at the bottom of a bumping chain within a classification.

1. Specially Funded Positions: Notwithstanding the requirements of described above, when classified positions must be eliminated as a result of the expiration of a specially funded program, the employees to be laid off shall be given written notice in accordance with Education Code Section 45117(g) not less than 60 days prior to the effective date of their layoff informing them of their layoff date and their displacement rights, if any, and reemployment rights.

a. Upon written request by CSEA with at least 30 days notice to the District, the District shall provide CSEA with a list of any classified bargaining unit positions that are specially funded and, as such, would not receive a March 15th layoff notice if they are eliminated in accordance with Education Code Section 45117.

b. Additionally, within thirty days, the District shall provide CSEA with notice of any change in funding source of classified positions and/or the hiring of a new classified employee whose position is in a specially funded program.

C. Order of Layoff

1. A layoff shall occur within a class of positions. The order of layoff within a class shall be determined by Seniority as defined in Article XXI.

2. The employee who has been employed the shortest amount of time within the class, and who does not have time in higher classes, shall be laid off first. Years of service in higher classes shall be added to the years of service in the lower class for purposes of this clause.

a. For purposes of this section, higher class means a class with the same or a higher salary range placement.

3. Seniority earned in a class prior to a reclassification or upgrade is not lost. Even if the class has been split into two or more classes, and even if the class title has been changed and/or the salary range placement amended, all seniority accrued in the former class shall count in all of the resulting classes and shall be so recorded on the seniority list.

a. The only exception to this rule is if the employee no longer possesses the basic qualifications for the reclassified class(es), in which case prior seniority is lost for that class or classes.

D. Vacant Position

Any vacant authorized position in a class shall be deemed to be the most junior employee in the class and shall be bumped into without advertising the vacancy. However, an employee may not bump into a vacant position in the original class with a greater number of non-overtime hours, or into a vacant position in a lower class (assuming prior service therein) with a greater number of hours if it would result in an increase in wages taking into account the lower rate of pay.

E. Bumping Rights

1. An employee to be laid off from their position may elect to bump the least senior employee in the class who works the same number of non-overtime daily and annual hours.

2. If there is no such employee in the class junior to the laid off employee, the employee may choose to bump a junior employee in the class who is either: (1) the least senior employee who works a greater, but most nearly equal number of hours to be laid off employee's daily and annual hours, or (2) the least senior employee working fewer, but most nearly equal to the laid off employee's daily and annual hours. For example, if a 4-hour employee is displaced, and there is no junior 4-hour employee working in the same class, but there are junior employees in the class working 3, 3.5, 4.5 and 5-hour positions, then the displaced employee will be able to choose between the 4.5 and 4.5 positions, as those are most nearly equal to 4 hours.

3. If there is no such person in the class junior to the laid off employee, the employee may bump into any lower class in which the employee has accrued seniority through prior regular service.

4. Bumping rights in other classes shall follow the pattern described above.

5. The employee shall have the right to continue bumping into other classes where they have accrued seniority in order to avoid separation from employment, until all options described above are exhausted.

6. Employees who are bumped from their positions by more senior employees are free to exercise their bumping rights in order of seniority.

7. A laid off employee may not bump more than one other employee, or otherwise combine positions during the bumping process. However, if an employee is laid off or bumped from one or more than one position, bumping rights may be exercised for each position.

8. Employees who exercise their bumping rights retain full reemployment rights to the class and daily/annual hours held at the time of layoff.

9. Employees who decline to exercise bumping rights likewise retain their full reemployment rights.

10. When all employees impacted by a layoff exercise their bumping rights, the only employee laid off shall be the employee with the shortest length of service in the class.

F. Layoff, Planning and Meetings

1. Prior to the issuance of layoff notices, the District shall set up a Layoff Planning Meeting with CSEA leadership for the purpose of discussing and planning the layoff process. The District and CSEA will utilize this period to review seniority lists and work through bumping progressions in accordance with Section E (Bumping Rights) above with the intent to give formal layoff notice to only those employees at the bottom of a bumping chain within a classification.

2. Following the issuance of the layoff notices as per section B (Notice of Layoffs) above, an Effects of Layoff meeting shall be held at which all persons likely to be impacted by the layoffs, or by the bumping actions of other employees, are directed to attend.

3. At this meeting the District and CSEA shall explain seniority rights and the layoff and bumping process to the employees.

4. By the end of this meeting, employees who are to be laid off shall submit in writing their intention to exercise or decline to exercise their bumping rights.

5. By the end of this meeting, employees bumped from their positions by more senior employees shall likewise submit in writing their intention to exercise or decline to exercise their bumping rights. This process shall be carried out until all decisions are made. From these decisions derive the future placement of employees, and a list of employees to receive final layoff notices which shall include all employees who have exercised bumping rights into other positions. The employee's written decision whether or not to exercise bumping rights shall be irrevocable.

6. A reemployment list shall also be prepared in a timely manner following this meeting which indicates each laid off employee's full employment status by class placement and daily/annual hours.

G. Salary When Bumping

An employee who bumps into a lower class retains the salary step placement and longevity benefits the employee enjoyed in the higher class.

H. Equal Seniority

If two or more employees subject to layoff possess equal class seniority, precedence shall be determined by the earliest first day of paid service as a regular classified employee with the District. If seniority is still equal, precedence shall be determined by lot.

I. Reemployment Rights

Laid off employees are eligible for reemployment in the class and to the hours from which they were laid off for a period of thirty-nine months and shall be reemployed in the reverse order of layoff. Their reemployment shall take precedence over any other regular classified employment, except for lateral transfer applicants. Acceptance, or refusal to accept, a reemployment offer to a position with lower class status or shorter hours than that from which laid off, shall not diminish an employee's reemployment rights. If an employee declines an offer of reemployment to a position equal or greater in class and hours than that from which originally laid off, the employee shall be permanently dropped from any reemployment list. Laid off employees shall have the right to apply for other positions within the District as if they were in active status. Employees who take voluntary demotions or voluntary reductions in regular, non-overtime hours of employment in lieu of layoff shall, at the employees' option, be returned to positions in their former classes and to positions with increased hours as positions become available, and with no time limit, except that they shall be ranked on a reemployment list in accordance with their seniority. Employees who resign from the District shall not be entitled to reemployment rights.

XXVI. SUMMER EMPLOYMENT

A. Notification

All unit members shall be notified of summer employment opportunities by April 1st. Opportunities that were not initially anticipated may be announced after this date.

B. Screening Process

Unit members may be required to interview for the position if there are more applicants than positions available.

C. Criteria for selection

1. Priority shall always be given to unit members currently serving in a classification that is the same as the summer employment opportunity.

2. Internal applicants who meet the minimum qualifications and physical requirements will be offered positions ahead of external applicants for summer employment.

3. Applicants shall be offered summer employment based on responses in interviews, with consideration given to seniority.

D. Compensation

Unit members working during the summer in their current classification will receive their regular rate of pay. Those working in a different classification will be paid at Step 1 of the applicable range, with the following exceptions:

1. If a unit member currently serves in a related but higher classification, they shall be placed at their current step (e.g., a Paraeducator II at Step C shall be paid at the Paraeducator I pay range at Step C).

2. If a unit member currently serves in a related but lower classification, they shall be placed at a step which is as close to but no less than their current pay rate on the salary schedule (e.g. a Paraeducator I at Step E shall be placed at the Paraeducator II pay range at Step D).

3. If a unit member currently serves in an unrelated classification but previously served in the classification of the summer position, they shall be paid at the last step they were paid when they held a position in that classification.

E. Benefits

Ten and eleven-month unit members who elect to work during the summer months shall accrue sick leave and vacation proportionate to their summer work hours.

XXVII. DURATION OF AGREEMENT

The term of this Agreement shall be from July 1, 2026, through June 30, 2029.

In the event either party gives written notice of the desire to amend or modify this Agreement, the parties shall meet not later than forty-five (45) days prior to the anniversary date for the purpose of negotiating the desired amendments or modifications.

Signed by:

For CSEA:

Jarrod Coombes

Jarrod Coombes, CSEA Ch 630 President

Dustin Patenaude

Dustin Patenaude, Labor Representative

For District:

Audra Romero

Audra Romero, Director of Human Resources

APPENDIX A - SALARY ADJUSTMENTS AND SCHEDULE

HISTORY OF SALARY ADJUSTMENTS

1. July 1, 2003

    1. Effective July 1, 2003, the salary schedule will be increased by four and six tenths percent (4.6%). The basic salary schedule for 2003-04 shall be attached to and become part of this Agreement as Appendix A. The salary schedule for 2004-05 shall reflect an increase of two percent (2.0%) over the prior schedule. The 2.0% increase is contingent upon:

    2. The District's good faith projection on or before July 1, 2004, that the District will maintain Basic Aid status for the 2004-05 school year; and

    3. The District maintains at least an equivalent amount of local property tax and the same manner of receiving revenues as existed for the 2003-04 school year.

    4. lf contingency "1" or "2" above is triggered, the parties will reopen negotiations on the issue of salary schedule for the 2004-05 school year••

    5. Upon request, the parties may also reopen negotiations on the salary percentage

    6. increase for 2004-05 and the District's contribution to the retiree medical, provided the percentage growth in the 2004-05 real property tax revenue exceeds seven percent (7.0%), as estimated by the County Assessor on or before December 1, 2004. This percentage growth excludes any parcel tax revenue.

2. July 1, 2004

    1. Effective July 1, 2004, the 2004-05 salary schedule increased 2.0% over the 2003-04 salary schedule.

3. July 1, 2005

    1. Effective July 1, 2005, the 2005-06 salary schedule increased 3.2% over the 2004-05 salary schedule.

4. July 1, 2006

    1. Effective July 1, 2006, the 2006-07 salary schedule increased by 4.1% over the 2005-06 salary schedule. In addition, the salary schedule was restructured at a cost equivalent to 1.21%.The increase to the cap for health benefits represents a 0.45% increase for all employees. The increase in total compensation was expressed at 5.76%.

5. July 1, 2007

    1. Effective July 1, 2007, the 2007-08 salary schedule increased by 4.65% over the 2006·07 salary schedule. The increase to the cap for health benefits represents a 0.3 5% for all employees. The increase in total compensation was expressed at 5.0%.

6. July 1, 2008

    1. Effective July 1, 2008, the 2008-09 salary schedule was not increased over the 2006-07 salary schedule. The increase to the cap for health benefits represents a 0.4% for all employees. The increase in total compensation was expressed at 0.4%.

7. July 1, 2009

1. Effective July 1, 2009, the 2009-10 salary schedule increased by 1.0% over the 2008-09 salary schedule. The increase to the cap for health benefits represents a 0.21% for all unit members. The increase in total compensation was expressed at 1.21%.

9. July 1, 2010

1. The salary schedule in Appendix A was increased by 1.0%, retroactively July 1, 2009, for all unit members currently employed as of March 8, 2011. Only currently employed individuals who were employed during the 2009-10 fiscal year will be eligible for the lump sum payment that will be equivalent to the additional amount that would have been paid to an individual for regular hours worked in the assignment had the 1.0% salary increase been in effect on July 1, 2009.

2. In addition, the same salary schedule will be increased by another 1.0% effective July 1, 2011.

10. July 1, 2012

1. The salary schedule in Appendix A will be increased by 1.0%, retroactively July 1, 2011, for all unit members currently employed as of May 13, 2013. Only currently employed individuals who were employed during the 2011-12 fiscal year will be eligible for the lump sum payment that will be equivalent to the additional amount that would have been paid to an individual for regular hours worked in the assignment had the I% salary increase been in effect on July 1, 2011. In addition, the same salary schedule will be increased by another 3.0% effective July 1, 2012. The increase to the cap for health benefits represents a 0.35% for all employees.

11. July 1, 2013

1. The salary schedule in Appendix A will be increased by 3.5%, retroactively July 1, 2013, for all unit members currently employed as of the execution of this agreement. The increase to the cap for health benefits represents a 0.45% for all employees.

12. July 1, 2014

1. The salary schedule in Appendix A will be increased by 3.0%, retroactively July 1, 2014, for all unit members currently employed as of the execution of this agreement.

13. July 1, 2015

1. The 2015-16 salary schedules shall remain unchanged from the 2014-15 salary schedules and shall be attached to this Agreement as Appendix A1. In addition to the salary payments provided for the 2015-16 year each unit member who was employed by the District during the 2015-16 year shall receive a one-time lump sum, non-recurring payment equivalent to 2.5% of the bargaining unit member's salary as defined by the applicable 2015-16 Salary Schedule prorated as appropriate for part-time or partial year service. This is a one-time, non-precedent setting payment, and the District shall have no obligation to make a similar payment in the future.

14. July 1, 2016

1. Effective July 1, 2016. the salary schedules attached as Appendix A1 shall be increased by 2.5%. The revised salary schedules shall be attached to this Agreement as Appendix A2. Unit members in active paid status as of July 1, 2016. shall receive retroactive payments according to the 2016-17 salary schedule.

15. July 1, 2017

1. Effective July 1, 2017, the 2016-17 salary schedule shall be increased by 2.0%. The revised salary schedules shall be attached to this Agreement. Unit members in active paid status as of July 1, 2017. shall receive payments according to the 2017-18 salary schedule.

16. July 1, 2018

1. Effective July 1,2018, the 2017-18 salary shall be increased by 3.0 %. The revised salary schedules shall be attached to this Agreement. Unit members in active paid status as of July 1, 2018, shall receive payments according to the 2018-19 salary schedule.

17. July 1, 2019

1. Effective July 1. 2019, the 2018-19 salary shall be increased by 5.0%. The revised salary schedules shall be attached to this Agreement. Unit members in active paid status at the time of execution of this agreement shall receive retroactive payment to July 1. 2019 and payments according to the 2019-20 salary schedule.

18. July 1, 2020

1. Effective July 1, 2020, the 2019-20 salary schedules shall be increased by 2.5%. In addition to the salary schedule adjustment, the members shall receive a 1% bonus off schedule, effective July 1, 2020, as recognition of their dedication to the students of MPCSD and their willingness to work through these most difficult times.

19. July 2021

1. Effective July 1, 2021, the CSEA bargaining unit shall receive a five percent (5%) on schedule increase to the salary schedule for all active employees at the time of signing this TA. The 5% salary increase is retro-active July 1, 2021.

20. July 2022

1. Effective July 1, 2022, the CSEA bargaining unit shall receive a seven percent (7%) on schedule increase to the salary schedule for all employees active in the 2022-2023 year. The 7% salary increase shall be retroactive to July 1, 2022. The CSEA bargaining unit shall also receive a one percent (1%) off-schedule payment for the 2022-2023 year.

2. If any other bargaining unit or employee group should receive an increase in total compensation greater than the CSEA bargaining unit, CSEA shall receive the greater amount.

21. July 2023

1. Effective July 1, 2023, the CSEA bargaining unit shall receive a two percent (2%) on schedule increase to the salary schedule for all employees active in the 2023-2024 year. The 2% salary increase shall be retroactive to July 1, 2023. The Paraeducator I classification shall be placed on Range 9 effective July 1, 2023. The Paraeducator II classification shall be placed on Range 9 effective July 1, 2023 and then upgraded to Range 11 effective July 1, 2024. All paraeducators shall receive wages at Range 9 retroactive to July 1, 2023. Paraeducators who have served in an assignment that qualifies as a Paraeducator II position for at least 75 working days in the 2023-2024 as of April 15, 2024 shall receive a one-time payment of $1,580. The $1,580 payment shall be halved to $790 for those unit members working less than 6 hours. Effective July 1, 2024, paraeducators serving in Paraeducator II positions shall be compensated at Range 11.

22. July 2024

1. Effective July 1, 2024, the CSEA bargaining unit shall receive a three and a half percent (3.5%) on schedule increase to the salary schedule for all active employees at the time of signing this TA. The 3.5% salary increase is retro-active July 1, 2024.

23. July 2025

1. Effective July 1, 2025, the CSEA bargaining unit shall receive a three and one-half percent (3.5%) increase to the salary schedule for all employees active in the 2025-2026 year at the signing of this TA. The CSEA bargaining unit members shall also receive an additional one-time off-schedule payment of one-half percent (0.5%) for 2025-2026.

SALARY SCHEDULE

MENLO PARK CITY SCHOOL DISTRICT
CLASSIFIED PERSONNEL (CSEA) SCHEDULE SALARY RANGES for 2025-2026

Range		A	B	C	D	E	F	7	9	11	13	15	16
								Longevity Steps					
1		23.66	24.84	26.07	27.39	28.75	30.19	31.10	32.03	32.99	33.98	35.00	36.05
2		24.25	25.46	26.72	28.06	29.47	30.94	31.87	32.82	33.80	34.81	35.85	36.93
3		24.85	26.08	27.40	28.76	30.20	31.71	32.66	33.64	34.65	35.69	36.76	37.86
4	Teacher Workroom Aide	25.48	26.73	28.08	29.49	30.96	32.51	33.49	34.49	35.52	36.59	37.69	38.82
5		26.10	27.41	28.77	30.22	31.73	33.33	34.33	35.36	36.42	37.51	38.64	39.80
6	Instructional Aide	26.75	28.09	29.50	30.99	32.54	34.14	35.16	36.22	37.31	38.43	39.58	40.77
	Yard Duty I: Playground [a]												
	Crossing Guard												
	Univ Food Asst												
7		27.44	28.79	30.23	31.74	33.34	35.02	36.07	37.15	38.26	39.41	40.59	41.81
8	Ins Aide Bilingual	28.11	29.53	31.00	32.55	34.18	35.87	36.95	38.05	39.19	40.37	41.58	42.83
	Science Lab Assist.												
9	Paraeducator I	28.80	30.25	31.76	33.36	35.05	36.77	37.87	39.01	40.18	41.39	42.63	43.91
9.5	Preschool Aide	29.19	30.64	32.17	33.77	35.45	37.24	38.36	39.51	40.70	41.92	43.18	44.48
10	Library Aide	29.55	31.02	32.57	34.20	35.90	37.71	38.84	40.01	41.21	42.45	43.72	45.03
	Yard Duty II: Campus Monitor												
10.5	Custodian II	29.90	31.40	32.98	34.63	36.35	38.19	39.34	40.52	41.74	42.99	44.28	45.61
	Night Custodian [b]	29.90	31.40	32.98	34.63	36.35	38.19	39.34	40.52	41.74	42.99	44.28	45.61
11	Van Driver	30.27	31.80	33.38	35.07	36.80	38.65	39.81	41.00	42.23	43.50	44.81	46.15
	Paraeducator II												
11.5	Bilingual Preschool Aide	30.67	32.20	33.80	35.51	37.27	39.12	40.29	41.50	42.75	44.03	45.35	46.71
12	ELC Program Assisstant	31.04	32.60	34.22	35.92	37.74	39.62	40.81	42.03	43.29	44.59	45.93	47.31
12.5		31.42	33.01	34.65	36.38	38.21	40.11	41.31	42.55	43.83	45.14	46.49	47.88
13	Day Custodian	31.83	33.41	35.10	36.85	38.69	40.61	41.83	43.08	44.37	45.70	47.07	48.48
13.5	Gardener	32.22	33.84	35.53	37.30	39.19	41.13	42.36	43.63	44.94	46.29	47.68	49.11
	TK Extender Care Provider												
	TK Instructional Aide												
14	Custodian/Maintenance	32.62	34.27	35.97	37.78	39.67	41.64	42.89	44.18	45.51	46.88	48.29	49.74
	ASB Banker/Clerk												
14.5	Science Mtls Spclist	33.04	34.69	36.41	38.24	40.16	42.17	43.44	44.74	46.08	47.46	48.88	50.35
	Paraeducator II - BTA												
15		33.43	35.12	36.88	38.72	40.65	42.70	43.98	45.30	46.66	48.06	49.50	50.99
16	Asst Office Manager	34.29	36.02	37.80	39.69	41.68	43.75	45.06	46.41	47.80	49.23	50.71	52.23
17	Bilingual DO Receptionist	35.14	36.89	38.75	40.69	42.72	44.86	46.21	47.59	49.02	50.49	52.00	53.56
18	Student Health: Records Asst	36.04	37.82	39.71	41.71	43.77	45.95	47.33	48.75	50.21	51.72	53.27	54.87
19	FNS/Business Off Asst	36.91	38.77	40.72	42.75	44.88	47.12	48.53	49.99	51.49	53.03	54.62	56.26
	Bilingual ELC Program Mgr												
	Acct Payable/Acct Tech												
20	Student Health: LVN	37.84	39.74	41.73	43.80	45.99	48.29	49.74	51.23	52.77	54.35	55.98	57.66
	Bus Driver [c]												
	Office Manager												
	Admin Asst to Asc Supt												
	SLPA												
	Registrar/DO Admin Asst												
	Admin Asst to CBO												
	Admin Asst to Director of Technology												
	Bilingual Admin Asst to Director of MOT												
21	Skilled Maintenance Worker [d]	38.79	40.74	42.77	44.91	47.14	49.49	50.97	52.50	54.08	55.70	57.37	59.09
	HR Technician												
	Benefits Technician												
22	Family Engagement Coordinator & Interpreter	39.76	41.75	43.85	46.03	48.32	50.76	52.28	53.85	55.47	57.13	58.84	60.61
23		40.76	42.79	44.93	47.16	49.55	52.01	53.57	55.18	56.84	58.55	60.31	62.12
24		41.77	43.87	46.07	48.37	50.78	53.31	54.91	56.56	58.26	60.01	61.81	63.66
24.5		42.29	44.40	46.64	48.96	51.41	53.98	55.60	57.27	58.99	60.76	62.58	64.46
25	Accountant	42.81	44.95	47.22	49.59	52.05	54.66	56.30	57.99	59.73	61.52	63.37	65.27
	IS Support Tech I												
	Payroll/Accounting Tech												
	Capital Bond Acctg Specialist												
	Assistive Technology Technician												
	IS Support Tech I: Data Analyst: Ed Svcs												
26		43.89	46.10	48.40	50.81	53.34	56.01	57.69	59.42	61.20	63.04	64.93	66.88
27	Stu Svs Spec Project Coord.	44.97	47.24	49.61	52.07	54.69	57.42	59.14	60.92	62.75	64.63	66.57	68.57
28	IS Support Tech II	46.12	48.42	50.84	53.39	56.06	58.85	60.62	62.43	64.30	66.23	68.22	70.27
29		47.50	49.64	51.86	54.20	56.65	59.19	60.97	62.79	64.67	66.61	68.61	70.67
30		48.69	50.87	53.17	55.56	58.06	60.67	62.49	64.36	66.29	68.28	70.33	72.44
31		49.90	52.15	54.49	56.95	59.50	62.18	64.05	65.97	67.95	69.99	72.09	74.25
32	IS Support Tech III	51.15	53.45	55.86	58.37	61.00	63.75	65.66	67.63	69.66	71.75	73.90	76.12

[a] Employees employed in higher classification in District paid at rate of higher classification.
[b] Night Custodian: Night shift differential of 5% above base salary.
[c] Bus Driver: Split shift differential of 3% above base salary.
[d] Lead Skilled Maintenance Worker receives a stipend of 7% above base salary.

Notes:
Reclassifications are effective on the day of board approval of the new positions.
Professional Development Increment: Upon completion of 8 semester units or 12 quarter units, employees are eligible for 1 increment (1%) above base salary. Maximum of 12 increments during the employee's tenure with the District.

Board approved: October 15, 2026, revision to include prior board approved special compensation [b]-[d] and Professional Development Increment
Board Approved: June 11, 2026; retroactive to July 1, 2025
3.5% salary increase retro to July 1, 2025
Additional 0.5% OFF Schedule (one-time bonus) - retroactive to July 1, 2025

APPENDIX B - CSEA EMPLOYEE EVALUATION

Menlo Park City School District
CSEA Evaluation Form

Employee:
Evaluator(s):
Date:
Employee Type: Select One

Job Title #1	Job Title #2 (if applicable)	Job Title #3 (if applicable)
Select One	Select One	Select One
Job Description for Job Title #1 is attached	Job Description for Job Title #2	Job Description for Job Title #3

Location Select One
Location #2 (if applicable) Select One

Commendations Related to Job Description and Professional Behaviors:

Recommendations and/or Areas of Growth Related to Job Description and Professional Behaviors: The evaluator shall provide a unit member with specific, written suggestions for improvement for any needs improvement or unsatisfactory rating given to the unit member.

Overall Rating: Select One

Employee Signature Date

Evaluator/Supervisor Signature Date

APPENDIX C - CLASSIFIED WORK CALENDARS (SY 26-27)

10-Month (182 work day):	**First Day:**	**Last Day:**
Instructional Aide (Regular, EL, Bilingual)	08/17/26	06/11/27
Teacher Workroom Aide	08/17/26	06/11/27
Library Aide	08/17/26	06/11/27
LVN	08/17/26	06/11/27
Paraeducators	08/17/26	06/11/27
Behavior Therapist Assistant	08/17/26	06/11/27
Playground Supervisor	08/17/26	06/11/27
Science Aide	08/17/26	06/11/27
Speech Language Pathology Assistant	08/17/26	06/11/27
Universal Program Lunch Assistant	08/17/26	06/11/27
Campus Monitor	08/17/26	06/11/27
Crossing Guard	08/17/26	06/11/27
Van Driver	08/17/26	06/11/27
Assistive Technology Integration Technician	08/17/26	06/11/27

10-Month (187 work day):	**First Day:**	**Last Day:**
ASB Accounting Clerk	08/11/26	06/11/27

11-Month (194 work day):	**First Day:**	**Last Day:**
ELC Aide	08/10/26	06/16/27

11-Month (210 work day):	**First Day:**	**Last Day:**
School Site Office Manager	07/29/26	06/30/27
School Site Assistant Office Manager	07/29/26	06/30/27
Data Analyst: Ed Services	07/29/26	06/30/27
Family Engagement Liaison	07/29/26	06/30/27

12-Month (243 work day):	**First Day:**	**Last Day:**
District Office Administrative Assistant	07/01/26	06/30/27
District Registrar	07/01/26	06/30/27
Student Services Special Project Coordinator	07/01/26	06/30/27
IS Support Tech I, II, & III	07/01/26	06/30/27
Bus Driver	07/01/26	06/30/27
Day Custodian	07/01/26	06/30/27
Night Custodian	07/01/26	06/30/27
Maintenance Worker	07/01/26	06/30/27
Gardener	07/01/26	06/30/27
Accounts Payable/Accounting Technician	07/01/26	06/30/27
Accounting Technician - Payroll & Benefits	07/01/26	06/30/27
Human Resources Technician	07/01/26	06/30/27
Human Resources Office Manager	07/01/26	06/30/27
ELC Bilingual Office Manager	07/01/26	06/30/27
Administrative Assistant to the CBO	07/01/26	06/30/27
Bilingual Admin Asst to Director of MOT	07/01/26	06/30/27
Admin Asst to the Dir of Tech & Innovation	07/01/26	06/30/27
Admin Asst to the Assist Superintendent	07/01/26	06/30/27
Benefits Technician	07/01/26	06/30/27
Capital Bond Accounting Specialist	07/01/26	06/30/27

*Half day for 12 month staff is November 25, 2026

APPENDIX D - HEALTH AND WELFARE COST TABLE

MENLO PARK CITY SCHOOL DISTRICT

2027 Health & Welfare Premiums
Rates Effective January 1, 2027 (December Payroll)

2027 Monthly Rates	12-Month Employees (e.g. Administration, District Office, IT)		11- Month Employees (e.g. Aides, Office Managers, Paras, Teachers)	
CalPERS Health Plans By Zip Code 94027 *Please See CalPERS Website for full list of Providers	Plan Code	Premium	Plan Code	Premium
Anthem Blue Cross Traditional - HMO				
Employee Only	5091	$ 1,732.52	5091	$ 1,890.02
Employee Plus One	5092	$ 3,465.04	5092	$ 3,780.04
Employee Plus Two or More	5093	$ 4,504.55	5093	$ 4,914.05
Blue Shield Access+ HMO				
Employee Only	5251	$ 1,479.12	5251	$ 1,613.59
Employee Plus One	5252	$ 2,958.24	5252	$ 3,227.17
Employee Plus Two or More	5253	$ 3,845.71	5253	$ 4,195.32
Kaiser Permanente - HMO				
Employee Only	5331	$ 1,187.63	5331	$ 1,295.60
Employee Plus One	5332	$ 2,375.26	5332	$ 2,591.19
Employee Plus Two or More	5333	$ 3,087.84	5333	$ 3,368.55
PERS Gold - PPO				
Employee Only	6131	$ 1,215.17	6131	$ 1,325.64
Employee Plus One	6132	$ 2,430.34	6132	$ 2,651.28
Employee Plus Two or More	6133	$ 3,159.44	6133	$ 3,446.66
PERS Platinum - PPO				
Employee Only	6011	$ 1,778.62	6131	$ 1,940.31
Employee Plus One	6012	$ 3,557.24	6132	$ 3,880.63
Employee Plus Two or More	6013	$ 4,624.41	6133	$ 5,044.81
Delta Dental				
Employee Only		$ 61.46		$ 67.05
Employee Plus One		$ 124.91		$ 136.27
Employee Plus Two or More		$ 186.37		$ 203.31
VSP Vision				
Employee Only		$ 8.87		$ 9.68
Employee Plus One		$ 17.75		$ 19.36
Employee Plus Two or More		$ 25.64		$ 27.97
Certificated District Contribution				
Employee Only		$ 1,257.96		$ 1,372.32
Employee Plus One		$ 1,257.96		$ 1,372.32
Employee Plus Two or More		$ 1,340.07		$ 1,461.90
Classified District Contribution				
Employee Only		$ 1,257.96		$ 1,372.32
Employee Plus One		$ 1,567.82		$ 1,710.34
Employee Plus Two or More		$ 1,755.93		$ 1,915.56

District Contribution: Tier based on medical coverage and prorated on Full-Time Equivalency (FTE). For 11-month employees, payroll deductions include the cost of summer health insurance premiums. Employees who enroll after the start of the school year may have higher monthly deductions due to fewer remaining payrolls to collect the summer premium.
Cash in Lieu: Employees who waive District medical coverage may be eligible to receive Cash in Lieu in accordance with District policy and applicable bargaining unit agreements.
Certificated Employees: $2,625 per year, pro-rated to their FTE, minimum of 0.5 FTE.
Classified Employees: $5,000 per year, pro-rated to their FTE, minimum of 0.5 FTE.

Audit trail

Details

FILE NAME	2026-09-18 DRAFT MPCSD_CSEA_Contract_Reformatted.docx - 11/19/26, 12:08 PM
STATUS	Signed
STATUS TIMESTAMP	2026/11/20 00:16:44 UTC

Activity

SENT	jcoombes@mpcsd.org **sent** a signature request to: • Audra Romero (aromero@mpcsd.org) • Dustin Patenaude (dpatenaude@csea.com) • Jarrod Coombes (jcoombes@mpcsd.org)	2026/11/19 20:10:01 UTC
SIGNED	**Signed** by Jarrod Coombes (jcoombes@mpcsd.org)	2026/11/19 20:12:34 UTC
SIGNED	**Signed** by Audra Romero (aromero@mpcsd.org)	2026/11/19 20:13:40 UTC
SIGNED	**Signed** by Dustin Patenaude (dpatenaude@csea.com)	2026/11/20 00:16:44 UTC
COMPLETED	This document has been signed by all signers and is **complete**	2026/11/20 00:16:44 UTC

The email address indicated above for each signer may be associated with a Google account, and may either be the primary email address or secondary email address associated with that account.